

Amendment No. 2 To To Contract No. NA190000124 For Centralized Receiving and Distribution Management Services Between Bradford Airport Logistics, Ltd. And The City of Austin

- 1.0 The Contract is hereby amended as follows:
 - 1.1 Effective August 31, 2020 through August 30, 2021, in consideration of the circumstances presented by the novel coronavirus (COVID-19) Pandemic, the Contractor shall continue to utilize reduced staffing levels and operation hours, as reflected in Amendment 1. Any additional modifications shall be done through a written Amendment signed by both Parties.
 - 1.2 Effective August 31, 2021 through the end of the contract term, the operation hours will return to initial contract (Pre-COVID-19) staffing and operation hours or as otherwise mutually agreed upon in writing by the City and Contractor and documented in a contract amendment. The Contractor shall notify the Airport Tenants five (5) days prior to any changes in operation hours.
 - 1.3 Effective as of August 31, 2020, the Contractor's monthly rate for contract services will be reduced in accordance with the hereby incorporated Exhibit A – Price Sheet + Amendment No. 2. Any future price revision shall be mutually agreed upon by the City and Contractor and documented in a contract amendment.
 - 1.4 The City may offer rent abatement to the Contractor for the facility currently housing the Centralized Receiving and Distribution Management Services operation during the contract term for a specific period of time. Any offer of rent abatement by the City shall be at the City's sole option and will be documented in a contract amendment. If the City offers rent abatement during the contract term, the Contractor agrees to reduce the monthly rate for contract services in the amount of the rent abated.
- 2.0 The Contract authorization amount is unchanged. The Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/31/2019 - 08/30/2024	\$9,555,700.00	\$9,555,700.00
Amendment No. 1: Reduction in Labor and Monthly Price - 06/22/2020	\$0.00	\$9,555,700.00
Amendment No. 2: - Reduction in Labor/Operation Hours - Revise Exhibit A - Price Sheet	\$0.00	\$9,555,700.00

- 3.0 MBE/WBE goals were not established for this Contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General

Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Amendment is referenced Contract.	hereby incorporated and made a part of the above
Signature: Multiple	Signature: Cyrenthia Ellis Obc. car-Cyrenthia Ellis outper/pubasing Office, -email=Cyrenthia Ellis Disc. car-Cyrenthia Ellis -email=Cyrenthia Ellis -email=Cyrenthia-Ellis -email=Cy
Printed Name: Beajamin B. Richter CEQ	Printed Name:
Authorized Representative Bradford Airport Logistics, Ltd.	Title: Procurement Manager
bradiora / import Logistics, Ltd.	City of Austin Purchasing Office
Oct. 7th, 2020	October 7, 2020
Date	Date

MA 8100 NA190000124 - Exhibit A - Price Sheet + Amendment No. 2

Without Extra Space Leased (No X-Ray)

·	Term of Contract	Effective Dates	Contract Price	Minimum Number of Active Logistic Specialists
	Monthly Price Contract Year 1	08/31/2019 - 06/22/2020	\$116,250.00	9
Ε	Monthly Price Amendment No. 1	06/22/2020 - 08/31/2020	\$98,450.00	3
ıct Ter	Monthly Price Contract Year 2	08/31/2020 - 08/30/2021	\$58,125.00	3
Initial Contract Term	Monthly Price Contract Year 3	08/31/2021 - 08/30/2022	\$126,335.00	9
Initial	Monthly Price Contract Year 4	08/31/2022 - 08/30/2023	\$151,947.00	9
	Monthly Price Contract Year 5	08/31/2023 - 08/30/2024	\$155,184.00	9
sion on 1	Monthly Price Option 1- Contract Year 6	08/31/2024 - 08/30/2025	\$136,047.00	9
Extension Option 1	Monthly Price Option 1 - Contract Year 7	08/31/2025 - 08/30/2026	\$139,448.00	9
ision on 2	Monthly Price Option 2 - Contract Year 8	08/31/2026 - 08/30/2027	\$142,934.00	9
Extension Option 2	Monthly Price Option 2 - Contract Year 9	08/31/2027 - 08/30/2028	\$146,508.00	9





Amendment No. 1 To Contract No. NA190000124 For Centralized Receiving and Distribution Management Services Between Bradford Airport Logistics, Ltd. And The City of Austin

- 1.0 The Contract is hereby amended as follows:
 - 1.1 In order to effectuate immediate cost savings to the City during the negotiations for further relief, effective June 22, 2020 until revised by future amendment, the Contractor shall reduce staffing levels in consideration for the required reduction in services associated with the COVID-19 Pandemic of 2020. The CRDC operation hours as well as the receiving and delivery timeframes will be reduced as follows:
 - 1.1.1 Operation Hours: Monday - Friday 4:00 a.m. - 1:00 p.m., Saturday and Sunday: Closed
 - Receiving Hours: Monday Friday 4:00 a.m. 10:00 a.m. Delivery Hours: Monday Friday 5:00 a.m. 12:00 p.m. 1.1.2
 - 1.1.3
 - 1.1.4 Parcel cut off time for same day delivery shall be Monday – Friday at 10:00 a.m.
 - 1.2 Effective June 22, 2020 until revised by future amendment, the Contractor's monthly rate, the Year 1 and Year 2 Monthly Price identified in Exhibit A, Without Extra Space Leased (No X-Ray), will be reduced to reflect the staffing reduction. The Contractor shall prorate the invoice for June 2020 services to reflect the number of days fully staffed and the number of days with reduced staffing levels. Reduced staffing levels in a full month, until revised by amendment, shall be reflected as a reduction in the City's invoiced amount as outlined in the updated and hereby incorporated Exhibit A - Price Sheet + Amendment No. 1.
- 2.0 The Contract authorization amount is unchanged. The Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/31/2019 - 08/30/2024	\$9,555,700.00	\$9,555,700.00
Amendment No. 1: Reduction in Labor and Monthly Price - 06/22/2020	\$0.00	\$9,555,700.00

- 3.0 MBE/WBE goals were not established for this Contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



BY THE SIGNATURES affixed below, this Amendment is	hereby incorporated and made a part of the above
referenced Contract.	
Signature: Benjumin B. Richter	Signature: Cyrenthia Ellis Signature: Cyrenthia Ellis Distance-Cyrenthia Ellis Distance-Cyrent
Authorized Representative	Title: Procurement Manager
Bradford Airport Logistics, Ltd.	City of Austin Purchasing Office
June 25th, 2020	06/26/2020
Date	Date

MA 8100 NA190000124 - Exhibit A - Price Sheet + Amendment No. 1

Without Extra Space Leased (No X-Ray)		With Extra Space Leased	(No X-Ray)	Without Extra Space Leased (W	Vith X-Ray 3 hr)	With Extra Space Leased (W	ith X-Ray 3 hr)	Without Extra Space Leased (V	Vith X-Ray 6 hr)	With Extra Space Leased (Wi	th X-Ray 6 hr)
Year 1 Monthly Price \$11	6,250.00	Year 1 Monthly Price	\$134,050.00	Year 1 Monthly Price	\$129,374.00	Year 1 Monthly Price	\$147,174.00	Year 1 Monthly Price	\$132,919.00	Year 1 Monthly Price	\$150,719.00
Monthly Price Amendment No. 1 \$9	8,450.00			_					127 20 20		4200,120100
Year 1 Extended Price \$1,39	5,000.00	Year 1 Extended Price	\$1,608,600.00	Year 1 Extended Price	\$1,552,488.00	Year 1 Extended Price	\$1,766,088.00	Year 1 Extended Price	\$1,595,028.00	Year 1 Extended Price	\$1,808,628.00
							- 2 2 2				100
CONTRACTOR OF THE CONTRACTOR O	9,156.00	Year 2 Monthly Price	\$136,956.00	Year 2 Monthly Price	\$132,280.00	Year 2 Monthly Price	\$150,080.00	Year 2 Monthly Price	\$135,825.00	Year 2 Monthly Price	\$153,625.00
The state of the s	8,450.00		All the second								W. Carlotte
Year 2 Extended Price \$1,425	9,872.00	Year 2 Extended Price	\$1,643,472.00	Year 2 Extended Price	\$1,587,360.00	Year 2 Extended Price	\$1,800,960.00	Year 2 Extended Price	\$1,629,900.00	Year 2 Extended Price	\$1,843,500.00
V234											
	5,335.00	Year 3 Monthly Price	\$144,135.00	Year 3 Monthly Price	\$139,459.00	Year 3 Monthly Price	\$157,259.00	Year 3 Monthly Price	\$143,004.00	Year 3 Monthly Price	\$160,804.00
Year 3 Extended Price \$1,510	5,020.00	Year 3 Extended Price	\$1,729,620.00	Year 3 Extended Price	\$1,673,508.00	Year 3 Extended Price	\$1,887,108.00	Year 3 Extended Price	\$1,716,048.00	Year 3 Extended Price	\$1,929,648.00
Year 4 Monthly Price \$129	9,493.00	Year 4 Monthly Price	\$147,293.00	Year 4 Monthly Price	\$142,617.00	Year 4 Monthly Price	\$160,417.00	Year 4 Monthly Price	\$146,162.00	Year 4 Monthly Price	\$163,962.00
	3,916.00	Year 4 Extended Price	\$1,767,516.00	Year 4 Extended Price	\$1,711,404.00	Year 4 Extended Price	\$1,925,004.00	Year 4 Extended Price	\$1,753,944.00	Year 4 Extended Price	\$1,967,544.00
			4-11-01-10-0	Tour T Extended Trice	\$2,722,404.00	real 4 Extended Frice	\$1,525,004.00	rear 4 Extended Trice	\$1,755,544.00	real 4 Extended Frice	\$1,907,544.00
Year 5 Monthly Price \$133	2,730.00	Year 5 Monthly Price	\$150,530.00	Year 5 Monthly Price	\$145,854.00	Year 5 Monthly Price	\$163,654.00	Year 5 Monthly Price	\$149,399.00	Year 5 Monthly Price	\$167,199.00
Year 5 Extended Price \$1,593	2,760.00	Year 5 Extended Price	\$1,806,360.00	Year 5 Extended Price	\$1,750,248.00	Year 5 Extended Price	\$1,963,848.00	Year 5 Extended Price	\$1,792,788.00	Year 5 Extended Price	\$2,006,388.00
Total Initial Term \$7,487	7,568.00	Total Initial Term	\$8,555,568.00	Total Initial Term	\$8,275,008.00	Total Initial Term	\$9,343,008.00	Total Initial Term	\$8,487,708.00	Total Initial Term	\$9,555,708.00
Opt. 1 Year 5 Monthly Price \$136	047.03	Ont a Very Cate-able Dele-	4454 202 02	0.44	4						
	5,047.92	Opt. 1 Year 6 Monthly Price	\$154,292.87	Opt. 1 Year 6 Monthly Price	\$149,499.98	Opt. 1 Year 6 Monthly Price	\$167,744.94	Opt. 1 Year 6 Monthly Price	\$153,133.60	Opt. 1 Year 6 Monthly Price	\$171,378.56
Opt. 1 Year 6 Extended Price \$1,63.	2,575.00	Opt. 1 Year 6 Extended Price	\$1,851,514.47	Opt. 1 Year 6 Extended Price	\$1,793,999.81	Opt. 1 Year 6 Extended Price	\$2,012,939.27	Opt. 1 Year 6 Extended Price	\$1,837,603.20	Opt. 1 Year 6 Extended Price	\$2,056,542.66
Opt. 1 Year 7 Monthly Price \$139	,448.77	Opt. 1 Year 7 Monthly Price	\$158,149.81	Opt. 1 Year 7 Monthly Price	\$153,237.11	Opt. 1 Year 7 Monthly Price	\$171,938.14	Opt. 1 Year 7 Monthly Price	\$156,961.56	Opt. 1 Year 7 Monthly Price	\$175,662.59
	3,385.28	Opt. 1 Year 7 Extended Price	\$1,897,797.68	Opt. 1 Year 7 Extended Price	\$1,838,845.30	Opt. 1 Year 7 Extended Price	\$2,063,257.70	Opt. 1 Year 7 Extended Price	\$1,883,538.67	Opt. 1 Year 7 Extended Price	\$2,107,951.07
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Opt. 2 Year 8 Monthly Price \$142	,934.64	Opt. 2 Year 8 Monthly Price	\$162,103.16	Opt. 2 Year 8 Monthly Price	\$157,067.65	Opt. 2 Year 8 Monthly Price	\$176,236.16	Opt. 2 Year 8 Monthly Price	\$160,885.20	Opt. 2 Year 8 Monthly Price	\$180,053.71
Opt. 2 Year 8 Extended Price \$1,715	,215.71	Opt. 2 Year 8 Extended Price	\$1,945,237.86	Opt. 2 Year 8 Extended Price	\$1,884,811.82	Opt. 2 Year 8 Extended Price	\$2,114,833.97	Opt. 2 Year 8 Extended Price	\$1,930,622.41	Opt. 2 Year 8 Extended Price	\$2,160,644.56
	,507.65	Opt. 2 Year 9 Monthly Price	\$166,155.33	Opt. 2 Year 9 Monthly Price	\$160,993.95	Opt. 2 Year 9 Monthly Price	\$180,641.63	Opt. 2 Year 9 Monthly Price	\$164,906.93	Opt. 2 Year 9 Monthly Price	\$184,554.60
Opt. 2 Year 9 Extended Price \$1,758	3,091.80	Opt. 2 Year 9 Extended Price	\$1,993,863.92	Opt. 2 Year 9 Extended Price	\$1,931,927.38	Opt. 2 Year 9 Extended Price	\$2,167,699.51	Opt. 2 Year 9 Extended Price	\$1,978,883.12	Opt. 2 Year 9 Extended Price	\$2,214,655.25
Total Contract \$14,266	5,835.80	Total Contract	\$16,243,981.93	Total Contract	\$15,724,592.31	Total Contract	\$17,701,738.44	Total Contract	\$16,118,355.40	Total Contract	\$18,095,501.54

Change Factor Year to Year 0.02499749



CONTRACT BETWEEN THE CITY OF AUSTIN ("City") AND BRADFORD AIRPORT LOGISTICS, LTD ("Contractor") FOR CENTRALIZED RECEIVING AND DISTRIBUTION MANAGEMENT SERVICES MA 8100 NA190000124

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Bradford Airport Logistics, LTD having offices at 720 North Post Oak Rd., Suite 450, Houston, TX 77024 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of August 31, 2019 ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 8100 MMO3002.

1.1 This Contract is composed of the following documents:

- 1.1.1 This document, including Exhibits
- 1.1.2 The City's Solicitation, Request for Proposal (RFP) 8100 MMO3002 including all documents incorporated by reference
- 1.1.3 Bradford Airport Logistics, LTD's Offer, dated February 6 ,2019, including subsequent clarifications
- 1.2 <u>Order of Precedence</u>. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
 - 1.2.1 This document, including Exhibits
 - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
 - 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.
- 1.3 <u>Term of Contract.</u> The Contract shall commence on the Effective Date, and shall remain in effect for an initial term of sixty (60) months. The Contract may be extended beyond the initial term for up to two (2) additional twenty-four (24) month periods at the City's sole option.
 - 1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - 1.3.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).
- 1.4 <u>Compensation</u>. The Contractor shall be paid a total Not-to-Exceed amount of \$9,555,700 for the initial Contract term, \$4,164,500 for the first extension option, and \$4,375,300 for the second extension option as indicated in Exhibit A Price Sheet. The City reserves the right to opt in for



the extra leasing space and/or the X-Ray equipment and services outlined in Exhibit A and in the Contractor's proposal at any point during the Contract term. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

- 1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.
- 1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.
 - 1.6.1 If this Contract is cancelled prior to the expiration of the initial term at no fault of the Contractor, the City agrees to assume full title and ownership of capital assets identified in Exhibit C Capital Asset List. Payment to the Contractor for the ownership of these capital assets shall be amortized and calculated as follows: The initial financed value of the asset minus any financing payments by Contractor divided by the lifespan of the remaining full months of the amortization schedule. The amortization schedule will correspond with the 60-month initial Contract term. The reimbursement is subject to Item 13.G of the City's Standard Purchase Terms and conditions. Furthermore, the City and Contractor agree that the payment schedule for capital assets shall be mutually agreed upon and subject to timelines dictated by the City's budget cycle schedule.
 - 1.6.2 The Contractor agrees to hold pricing for X-Ray equipment and services as outlined in Exhibit B– Price Quote for X-Ray Equipment & Services, firm for two years following the execution of the Contract.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

BRADFORD/AIRPORT LOGISTICS, LTD	CITY OF AUSTIN
MADM	lladu
Signature	Signature ,
Printed Name of Authorized Person	EMINTAVINCENT
Printed Name of Authorized Person	Printed Name of Authorized Person
CEO, BOMY, UC	Progrement Supervisor
Title:	Title:
June John, 2019	7.16.19
Date:	Date:

Exhibits:

Exhibit A - Price Sheet

Exhibit B – Price Quote for X-Ray Equipment & Services

Exhibit C - Capital Asset List

MA 8100 NA190000124 - Exhibit A - Price Sheet

Without Extra Space Leased	(No X-Ray)	With Extra Space Leased (No X-Ray)	Without Extra Space Leased (V	Vith X-Ray 3 hr)	With Extra Space Leased (Wit	h X-Ray 3 hr)	Without Extra Space Leased (W	ith X-Ray 6 hr)	With Extra Space Leased (Wit	h X-Ray 6 hr)
Year 1 Monthly Price	\$116,250.00	Year 1 Monthly Price	\$134,050.00	Year 1 Monthly Price	\$129,374.00	Year 1 Monthly Price	\$147,174.00	Year 1 Monthly Price	\$132,919.00	Year 1 Monthly Price	\$150,719.0
Year 1 Extended Price	\$1,395,000.00	Year 1 Extended Price	\$1,608,600.00	Year 1 Extended Price	\$1,552,488.00	Year 1 Extended Price	\$1,766,088.00	Year 1 Extended Price	\$1,595,028.00	Year 1 Extended Price	\$1,808,628.0
Year 2 Monthly Price	\$119,156.00	Year 2 Monthly Price	\$136,956.00	Year 2 Monthly Price	\$132,280.00	Year 2 Monthly Price	\$150,080.00	Year 2 Monthly Price	\$135,825.00	Year 2 Monthly Price	\$153,625.0
Year 2 Extended Price	\$1,429,872.00	Year 2 Extended Price	\$1,643,472.00	Year 2 Extended Price	\$1,587,360.00	Year 2 Extended Price	\$1,800,960.00	Year 2 Extended Price	\$1,629,900.00	Year 2 Extended Price	\$1,843,500.0
Year 3 Monthly Price	\$126,335.00	Year 3 Monthly Price	\$144,135.00	Year 3 Monthly Price	\$139,459.00	Year 3 Monthly Price	\$157,259.00	Year 3 Monthly Price	\$143,004.00	Year 3 Monthly Price	\$160,804.0
Year 3 Extended Price	\$1,516,020.00	Year 3 Extended Price	\$1,729,620.00	Year 3 Extended Price	\$1,673,508.00	Year 3 Extended Price	\$1,887,108.00	Year 3 Extended Price	\$1,716,048.00	Year 3 Extended Price	\$1,929,648.0
Year 4 Monthly Price	\$129,493.00	Year 4 Monthly Price	\$147,293.00	Year 4 Monthly Price	\$142,617.00	Year 4 Monthly Price	\$160,417.00	Year 4 Monthly Price	\$146,162.00	Year 4 Monthly Price	\$163,962.0
Year 4 Extended Price	\$1,553,916.00	Year 4 Extended Price	\$1,767,516.00	Year 4 Extended Price	\$1,711,404.00	Year 4 Extended Price	\$1,925,004.00	Year 4 Extended Price	\$1,753,944.00	Year 4 Extended Price	\$1,967,544.0
Year 5 Monthly Price	\$132,730.00	Year 5 Monthly Price	\$150,530.00	Year 5 Monthly Price	\$145,854.00	Year S Monthly Price	\$163,654.00	Year 5 Monthly Price	\$149,399.00	Year S Monthly Price	\$167,199.
Year 5 Extended Price	\$1,592,760.00	Year S Extended Price	\$1,806,360.00	Year 5 Extended Price	\$1,750,248.00	Year 5 Extended Price	\$1,963,848.00	Year 5 Extended Price	\$1,792,788.00	Year 5 Extended Price	\$2,006,388.0
Total Initial Term	\$7,487,568.00	Total Initial Term	\$8,555,568.00	Total Initial Term	\$8,275,008.00	Total Initial Term	\$9,343,008.00	Total Initial Term	\$8,487,708.00	Total Initial Term	\$9,555,708.
Opt. 1 Year 6 Monthly Price	\$136,047.92	Opt. 1 Year 6 Monthly Price	\$154,292.87	Opt. 1 Year 6 Monthly Price	\$149,499.98	Opt. 1 Year 6 Monthly Price	\$167,744.94	Opt. 1 Year 6 Monthly Price	\$153,133.60	Opt. 1 Year 6 Monthly Price	\$171,378.
Opt. 1 Year 6 Extended Price	\$1,632,575.00	Opt. 1 Year 6 Extended Price	\$1,851,514.47	Opt, 1 Year 6 Extended Price	\$1,793,999.81	Opt. 1 Year 6 Extended Price	\$2,012,939,27	Opt. 1 Year 6 Extended Price	\$1,837,603.20	Opt. 1 Year 6 Extended Price	\$2,056,542.
Opt. 1 Year 7 Monthly Price	\$139,448.77	Opt. 1 Year 7 Monthly Price	\$158,149.81	Opt. 1 Year 7 Monthly Price	\$153,237.11	Opt. 1 Year 7 Monthly Price	\$171,938.14	Opt. 1 Year 7 Monthly Price	\$156,961.56	Opt. 1 Year 7 Monthly Price	\$175,662.
Opt, 1 Year 7 Extended Price	\$1,673,385.28	Opt. 1 Year 7 Extended Price	\$1,897,797.68	Opt. 1 Year 7 Extended Price	\$1,838,845.30	Opt. 1 Year 7 Extended Price	\$2,063,257.70	Opt. 1 Year 7 Extended Price	\$1,883,538.67	Opt. 1 Year 7 Extended Price	\$2,107,951.0
Opt. 2 Year 8 Monthly Price	\$142,934.64	Opt. 2 Year 8 Monthly Price	\$162,103.16	Opt. 2 Year 8 Monthly Price	\$157,067.65	Opt. 2 Year 8 Monthly Price	\$176,236.16	Opt. 2 Year 8 Monthly Price	\$160,885.20	Opt. 2 Year 8 Monthly Price	\$180,053.
Opt. 2 Year 8 Extended Price	\$1,715,215.71	Opt. 2 Year 8 Extended Price	\$1,945,237.86	Opt. 2 Year 8 Extended Price	\$1,884,811.82	Opt. 2 Year 8 Extended Price	\$2,114,833.97	Opt. 2 Year 8 Extended Price	\$1,930,622.41	Opt. 2 Year 8 Extended Price	\$2,160,644.
Opt. 2 Year 9 Monthly Price	\$146,507.65	Opt. 2 Year 9 Monthly Price	\$166,155.33	Opt. 2 Year 9 Monthly Price	\$160,993.95	Opt. 2 Year 9 Monthly Price	\$180,641.63	Opt. 2 Year 9 Monthly Price	\$164,906.93	Opt. 2 Year 9 Monthly Price	\$184,554.
Opt. 2 Year 9 Extended Price	\$1,758,091.80	Opt. 2 Year 9 Extended Price	\$1,993,863.92	Opt. 2 Year 9 Extended Price	\$1,931,927.38	Opt. 2 Year 9 Extended Price	\$2,167,699.51	Opt. 2 Year 9 Extended Price	\$1,978,883.12	Opt. 2 Year 9 Extended Price	\$2,214,655.
Total Contract	\$14,266,835.80	Total Contract	\$16,243,981.93	Total Contract	\$15,724,592.31	Total Contract	\$17,701,738.44	Total Contract	\$16,118,355.40	Total Contract	\$18,095,501.

Change Factor Year to Year 0.02499749



Proposal for X-RAY & ETD Screening for Austin Bergstrom International Airport

Attached is the costs for performing x-ray and trace element services. The pricing is broken down into fixed costs consisting of CAPEX (depreciation and bank interest) and fixed operating cost. There is also a variable labor cost portion based on 3 hours, or 6 hours of daily operation. It is suggested that we start off with 3 hours of daily operation as this will give us a benchmark and standard to increase hours of operation moving forward.

- 1. Cost Analysis: X-Ray / ETD Equipment & Labor Overview
 - a. Rapiscan Model: 632DV 200KV (large-orifice, dual-view, high-energy, x-ray unit):
 - i. 1,500 mm (59.1 inches) wide by 1,650 mm (65.0 inches) high tunnel opening
 - ii. Dual-View is an advanced small cargo and large parcel screening system
 - iii. Designed for pallet and break bulk cargo screening
 - iv. BAL has agreed to provide the capital to support the initiative (amortized over 5 years expected life)
 - b. CAPEX for 632DV (200KV):
 - i. Capital Cost (elect., floor prep & lift tables, install) \$185,190.00
 - ii. Capital Cost (depreciation.60 mo., bank int., 9% profit/OH) \$50,748.00 / yr. or \$4,229.00 / mo.
 - c. CAPEX for Smiths IONSCAN 600 Electronic Trace Detection (ETD):
 - i. Capital Cost (sample kit, shipping, install) \$32,170.00
 - ii. Capital Cost (depreciation 60 mo., bank int., 9% profit/OH) \$8,816.00 / yr. or \$735.00 / mo.
 - d. Operating Costs (based on prior work)
 - i. Training License / yr. \$790.00
 - ii. Training Reoccurring (180 hrs./yr.) \$3,827.00
 - iii. Rapiscan Service Contract / yr. \$14,662.00
 - iv. Reoccurring Training (8 LS @ required freq.) \$36,107.00
 - v. TOTAL Operating Cost \$ 55,386.00 / yr. or \$4,616.00 / mo.

Total Fixed Contract Change \$114,950.00 / yr. or \$9,579.00 / mo. plus labor cost

- 2. Variable Labor Costs Change (Based on Increments of 3 Hours Operation per day annually)
 - a. 3-hour Operation (8 m-h per day or 0280 hrs.) \$42,541.00 / yr. or \$3,545.00 / mo.
 - b. 6-hour Operation (16 m-h per day or 4160 hrs.) \$85,082.00 / yr. or \$7,090.00 / mo.
- 3. Start-Up Costs (one-time costs)
 - a. Corporate Supervisor Oversight & Project Management- (installation & training, 2 managers @ 4 man-weeks) \$0.00
 - b. Lodging 20 room-nights @ \$200/night) \$4,000.00 one time



Assumptions for Operation of X-Ray & Electronic Trace Detection (ETD) equipment:

- 1. Security of goods will use AMIS™ to provide BAL the ability to use both random (high-risk) and targeted (porous commercial goods) approach to selection of goods while meeting certain "voluntarily requirement" to screen a budgeted X-Ray / ETD duration each day for screening goods going through the CRDC.
- 2. Security screening utilizing X-Ray as the "secondary" method for regulatory required "visual inspection" for screening goods and utilize ETD as an optional "tertiary" method for our currently approved screening process.
- 3. The ETD screening is being deployed for a mutually agreed to designated number of hours per day) and not as a requirement nor for any percentage of material screened as a security requirement.
- 4. The ETD equipment will be purchased and the costs for maintenance and operating supplies for the equipment will all be borne fully by BAL as budgeted.
- 5. BAL has budgeted the hours for the operation of the equipment for both staffing and training.
- 6. BAL will be held harmless from liability for security screening but will fully comply with regulations set by security of the airport, TSA, and be open to the auditing of our operations for the purpose of ensuring the proper operation of X-RAY / ETD to the standards set and agreed to by both parties.

Rapiscan 632DV (200kv)

Smiths IonScan 600

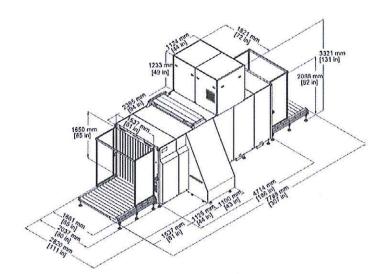






Exhibit C

Bradford Airport Logistics AUS New Equipment Purchases Updated 06/15/2019

QTY	Unit	Est	. Unit Cost	Est	. Total Cost	Deprec Period
1	Peterbilt Alternative Fuel	\$	188,360	\$	188,360	5 years
1	Thor Electric Truck	\$	287,200	\$	287,200	5 years
2	Keg Carts	\$	595	\$	1,190	5 years
4	Hand Carts	\$	420	\$	1,680	5 Years
2	Electric Pallet Jacks	\$	6,600	\$	13,200	5 Years
1	Ride Behind Pallet Jack	\$	12,800	\$	12,800	5 Years
5	Manual Pallet Jacks	\$	590	\$	2,950	5 Years
6	Magliners	\$	650	\$	3,900	5 Years
6	Flat Beds	\$	420	\$	2,520	5 Years
10	Thermal Blanket Covers	\$	130	\$	1,300	5 Years
1	Floor Scrubber (Ride On)	\$	11,100	\$	11,100	5 Years
1	Power Pal	\$	7,300	\$	7,300	5 Years
20	Delivery Carts (AMTC)	\$	1,080	\$	21,600	5 Years
15	Delivery Carts (NextGen AMTC)	\$	3,890	\$	58,350	5 Years
Var	Facility Upgrade	\$	296,500	\$	296,500	5 Years
1	Grease Collect System	\$	22,000	\$	22,000	5 Years
	Total (Not-to Exceed)			\$	931,950	
Var	AMIS System	\$	155,000	\$	155,000	5 Years

Not to be purchased by AUS in case of early termination

Notes:

Facility Upgrade - Generator with Electrical Upgrade, Ventalation System, Dock Upgrades, Lighting Upgrade, Office Space Retro Fit

AMIS System (New) - Servers (2), router, WI-FI connectivity devices (3), handhelds (8), digital tempature loggers (2), barcode printers (2), scanners (2), network cameras/system retrofit, briefing boards (3), telephone system, access points (9)





CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) OFFER SHEET

SOLICITATION NO: RFP 8100 MMO3002

COMMODITY/SERVICE DESCRIPTION: Centralized Receiving

DATE ISSUED: January 14, 2019

& Distribution Management Services

NON-MANDATORY PRE-OFFER CONFERENCE TIME &

DATE: January 22, 2019

at 2:00 PM CST

REQUISITION NO.: 18072300630

COMMODITY CODE: 96240

CONFERENCE NUMBER: (512) 974-9300

PARTICIPANT CODE: 455140

CONFERENCE LOCATION: DEPARTMENT OF AVIATION.

P&E BUILDING. 4219 SPIRIT OF TEXAS DRIVE

RM 174, AUSTIN, TEXAS 78719

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING **AUTHORIZED CONTACT PERSON:**

PROPOSAL DUE PRIOR TO: February 7, 2019 at 2:00 PM CST

PROPOSAL OPENING TIME & DATE: February 7, 2019 at

3:00 PM CST

Marian Moore

Procurement Specialist III

Phone: (512) 974-2062

E-Mail: marian.moore@austintexas.gov

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET

RM 308, AUSTIN, TEXAS 78701

John Hilbun

Contract Management Specialist IV

Phone: (512) 974-1054

E-Mail: john.hilbun@austintexas.gov

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,

please select this link:

http://www.austintexas.gov/department/bid-opening-webinars

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 8100 MMO3002	Purchasing Office-Response Enclosed for Solicitation # RFP 8100 MMO3002
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT

Offer Sheet-Rev.06-26-2018

Solicitation No. RFP 8100 MMO3002

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	7
0510	EXCEPTIONS CHECKLIST	1
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION-Complete & return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION-Complete & return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete & return if applicable	3
EXHIBIT A	SECURITY REQUIREMENTS FOR CONCESSSIONS AND VENDOR DELIVERY INSPECTIONS	6
EXHIBIT B	SHARED TENANT SERVICE TERMS USE AGREEMENT	11
EXHIBIT C	PRICE SHEET – Complete & return	1

^{*} Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:

http://www.austintexas.gov/financeonline/vendor connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Bradford Airport	Logistics, LTD					
Company Address: 720 North F	Post Oak Rd, STE 450					
City, State, Zip: Houston, T	X 77024					
Vendor Registration No	<u>r</u>					
Printed Name of Officer or Authorized Re	epresentative: BRUCE CLASS					
Title: VP Sales and Marketing						
Signature of Officer or Authorized Representative: Bun Up						
Date: 2/6/19						
Email Address: bclass@bradford-corp.com						
Phone Number: <u>832 483-9838</u>						

* Proposal response must be submitted with this signed Offer sheet to be considered for award

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

- 1. <u>CONTRACTOR'S OBLIGATIONS</u>. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
- 2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
- 3. CONTRACTOR TO PACKAGE DELIVERABLES: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
- 5. <u>TITLE & RISK OF LOSS</u>: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
- 6. <u>DELIVERY TERMS AND TRANSPORTATION CHARGES</u>: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
- 7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
- 8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
- 9. PLACE AND CONDITION OF WORK: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property.
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.
- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES**:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
- 14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.
- 16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

B. Records Retention:

- i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
- ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
- iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract:
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

- 20. <u>WARRANTY TITLE</u>: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
- 21. WARRANTY DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
 - A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
- 22. **WARRANTY SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
 - A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be <u>at least</u> one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

- 23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
- 24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
- 26. <u>DEFAULT</u>: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
- 27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.
- 32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. <u>Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions</u>
- 33. <u>CLAIMS</u>: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

- 34. NOTICES: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
- 35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 36. NO WARRANTY BY CITY AGAINST INFRINGEMENTS: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
- CONFIDENTIALITY: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

- 39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
- 40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 47. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. **DISPUTE RESOLUTION**:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
- 49. <u>JURISDICTION AND VENUE</u>: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
- 50. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
- 51. **HOLIDAYS:** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. Americans with Disabilities Act (ADA) Compliance: No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph
 - i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS**: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be emailed to marian.moore@austintexas.gov no later than January 25, 2019 at 2:00 PM Central Time.

- 2. **INSURANCE:** Insurance is required for this solicitation.
 - A. <u>General Requirements</u>: See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
 - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
 - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
 - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
 - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office P. O. Box 1088 Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

- B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
 - i. Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
 - ii. <u>Commercial General Liability Insurance</u>: The minimum bodily injury and property damage per occurrence are \$2,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. <u>Business Automobile Liability Insurance</u>: The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$2,000,000 per occurrence for bodily injury and property damage.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. <u>Endorsements</u>: The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 60 months. The Contract may be extended beyond the initial term for up to 2 additional 24 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any ecomonic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
- 4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
 - A. The Contractor shall invoice the City for services performed on a monthly basis.
 - B. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Department of Aviation
Attn	Accounts Payable
Address	3600 Presidential Blvd. Suite 411
City, State Zip Code	Austin, TX 78719
Email	abia.invoices@austintexas.gov

- C. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- 5. LABOR PEACE: Pursuant to City Council Resolution No. 20170406-030, adopted April 6, 2017, Council directed the City Manager to ensure the solicitation documents and contracts for terminal concessions at ABIA include a requirement to implement a labor peace agreement between the concessionaire, its affiliates and its subtenants, if any, and any requesting labor organizations which represents or reasonably might represent employees working as part of the terminal concessions agreement, which shall include terms allowed by law and Federal Aviation Administration requirements, in harmony with ABIA operational standards, including, at minimum, a binding and enforceable provision which prohibit work stoppages, boycotts, and other service disruptions by such labor organization, its members, and agents at any ABIA properties.

6. **ENVIRONMENTAL COMPLIANCE:**

- A. The Contractor shall utilize the United States Green Building Council Leadership in Energy and Environmental Design (LEED) Silver Building Rating System certified design approach, and incorporate a commitment to sustainability in its design. Design alternatives should be analyzed in terms of life benefits and lifecycle costs, including: protection and enhancement of natural systems, potential for adaptive reuse, durability of building materials, efficiency of water and energy use, reduction in runoff pollutant, loading and volume, wind and solar alternative energy, and reduction of indoor environmental hazards that may affect human health, comfort and performance.
- B. The Contractor shall comply with all Applicable Laws and Airport rules and regulations pertaining to recycling and energy or natural resource conservation and management at the Airport, including but not limited to the City's Universal Recycling Ordinance No. 20101104-018. The City has and or will in the future establish and implement an Environmental Management System for the Airport. Selected Proposer shall fully cooperate with the City in the implementation and enforcement of all such conservation and management policies and programs.
- 7. **SHARED TENANT SERVICES**: If the Contractor elects to lease Airport space for the Contract, the following shared tenant services clause shall apply.
 - A. The Airport is designated as a Shared Tenant Service site. All voice and data services must enter the Airport at the Minimum Point of Entry (MPOE). The Airport Information Systems (IS) Division manages the network infrastructure and communications; spanning the physical infrastructure (pathways, cabling, telecom rooms, etc.), and the active local area networks (LANs), external internet connections and IS services. System designs for network connections and security controls shall be coordinated with Airport Infromation Systems Division for approval prior to installation.
 - B. The Contractor shall complete and submit a Shared Use Tenant Services packet.

- C. The Contractor shall procure necessary LAN/Internet circuit and routing hardware.
- D. All approved system devicees shall be connected to Airport network infrastructure or utilize services available through the existing managed cellular distributed antenna system (DAS) or Wi-Fi systems.
- E. The Contractor shall comply with the Shared Tenant Service Terms Use Agreement (see Exhibit B).
- F. The Contractor shall not enter into any agreement with a service provider that may impair the declaration of a Minimum Point of Entry for the Airport, the designation of the demarcation point, or the implementation or operation of the Premise Distribution System.
- 8. <u>HAZARDOUS MATERIALS:</u> The Contractor shall not keep, store, or use materials in the CRDC or on ABIA property that are flammable, explosive, hazardous (as defined below) or that may be offensive or cause harm to the general public or cause damage to the CRDC. The term Hazardous is defined as:
 - A. Any substance, the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
 - B. Any substance that is or becomes defined as hazardous waste, hazardous material, hazardous substance, pollutant, or contaminant under any federal, state, or local environmental law, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §6901 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or
 - C. Any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or
 - D. Any substance that contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
 - E. Any substance that contains polychlorinated biphenyls, asbestos or urea formaldehyde form insulation; or
 - F. Any substance that contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

9. LIVING WAGES:

The City's Living Wage Program, Rule R161-17.14, is located at:

http://www.austintexas.gov/edims/document.cfm?id=277854

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor-connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the Ordinance posted Internet is on the at: https://assets.austintexas.gov/purchase/downloads/New ALO Ordinance No 20180614-056.pdf and is also included in the Solicitation, Section 0200 V2, Solicitation Instructions June 26, 2018.

11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. <u>Airport Security</u>: Access to the premises must be strictly controlled. Officers, employees, or agents of the Contractor shall never enter a restricted or operational area of the airport without the express permission of ABIA or any governmental bodies having jurisdiction. Contractor assumes full liability from any such unauthorized incursions.
- B. <u>Security Badges</u>: Contractor and employees assigned to work on this contract shall be required to obtain a security badge which must be worn at all times while within security restricted areas of ABIA premises. Security badge access will be limited to the minimum amount of access portals necessary. All Contractor employees, subcontractors or agents must comply with all airport and related Federal security restrictions. Violations may result in the Contractor receiving a TSA fine and/or the dismissal of the employee from the ABIA premises. Contractor shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributed to the Contractor's non-compliance.
- C. <u>Background Investigation</u>: An application for each security badge can be obtained from the Airport Security and I.D. Section. A minimum ten (10) year background investigation and fingerprinting will be conducted on all applications for security badges. The City of Austin, Department of Aviation shall incur the costs of fingerprint check and administrative fee for Contractor personnel that require access to the airport site.
- D. <u>Badge Fees:</u> The City of Austin, Department of Aviation shall incur the cost of the airport security badge, for each Contractor employee, subcontractor or agent assigned to work on this contract and requires

access to the airport site. Contractor is responsible for replacement costs and any other fees associated with lost security items. Any lost, stolen, or misplaced security badges will be replaced at an additional cost to the Contractor as follows: 1st replacement - \$65; 2nd replacement - \$90; 3rd replacement - \$115; etc. Upon expiration of this contract, the Contractor shall return all security badges to the Airport Security and I.D. Section. Loss or failure to return a non-expired security access badge or other security item will result in a fee of \$500.00 per badge to be deducted from contract payment after the contract has expired/closed.

- E. Each employee, subcontractor or agent who receives an airport security badge will be required to attend and successfully complete an Airport Safety and Security Training and Familiarization class, approximately one (1) hour in length, at no cost to the Contractor.
- F. The Contractor shall comply with all other security requirements imposed by the City. The City will provide the Contactor with written notice of any revision to the security requirements. Contractor shall ensure that all employees and subcontractors are kept fully informed of all security requirements and shall update employees, subcontractors and agent as those requirements are revised.

12. **ECONOMIC PRICE ADJUSTMENT:**

- A. Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. <u>Effective Date</u>: Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. <u>Adjustments</u>: A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. <u>Indexes</u>: In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) Base Period: Month and year of the original contracted price (the solicitation close date).
 - (2) Base Price: Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) Change Factor: The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
 - iii. Index Identification:

CITY OF AUSTIN PURCHASING OFFICE SUPPLEMENTAL PURCHASE PROVISIONS CENTRALIZED RECEIVING AND DISTRIBUTION MANAGEMENT SERVICES

Weight % of Base Price: 100%		
Database Name: Producer Price Index		
Series ID: PCU 48811-48811-		
Geographical Area: United States		
Description of Series ID: Airport Operations		
This Index shall apply to the following items of the Price Sheet: Operational Serivces		
Calculation: Price adjustment will be calculated as follows: Single Index: Adjust the Base Price by the same factor calculated for the index change.		
Index at time of calculation		
Divided by index on solicitation close date		
Equals Change Factor		
Multiplied by the Base Rate		

F. If the requested adjustment is not supported by the referenced indexes, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

13. INTERLOCAL PURCHASING AGREEMENTS:

Equals the Adjusted Price

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
- 14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Hope Reyes
Phone: (512) 530-6692
Email: hope.reyes@austintexas.gov

^{*}Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION**, **NON-CONFLICT OF INTEREST**, **AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

1. PURPOSE

The City seeks to establish a Contract with a single firm hereafter referred to as "Contractor" to provide centralized receiving and distribution management services for the Austin-Bergstrom International Airport hereafter referred to as "Airport". The Centralized Receiving and Distribution Center hereafter referred to as "CRDC" operation shall include the management and delivery of food, beverages, merchandise and other delivered products from a central receiving point to the Airport Terminal and to the recipients, individual addresses, and/or their storage areas located throughout the terminal. Airport delivery recipients include, for example, concessionaires, tenants, and federal agencies. Contractor services shall be done on a very time sensitive basis to ensure timely delivery and minimal damage to goods or loss by theft. The Contractor shall also manage and transport all returns to the docks, including returned merchandise, beverage containers, outdated magazines and other materials.

2. BACKGROUND

- 2.1. The Airport is owned and operated by the City of Austin through the Department of Aviation. The Airport is located approximately eight (8) miles southeast of Austin's central business district. The Airport opened on May 23, 1999 and occupies 4,242 acres of land. The strategic focus of the Airport and daily practices are guided by customer and community value, operational excellence, economic sustainability, and environmental stewardship.
- 2.2. The Federal Aviation Administration (FAA) has classified the Airport as a medium hub. The Airport primarily serves passengers whose travel originates and terminates in Austin. The Airport currently ranks as the 30th busiest airport and 6th best airport in the United States¹. The Austin-Bergstrom International Airport is also the second fastest growing airport in the United States based on passenger enplanement percentage growth². The Airport currently serves over 80 non-stop passenger destinations with 17 air carriers to date. This service includes connecting Austin with all major U.S. metropolitan areas and hub airports, as well as international destinations including transatlantic nonstop service to London, UK and Frankfurt, Germany; as well as service to Canada and Mexico.
- 2.3. The first transatlantic non-stop route to London Heathrow was launched by British Airways on March 3, 2014. The London Heathrow route alone has an economic impact over \$76 million per year.
- 2.4. The Airport generates revenue from such sources as parking, rental cars, and food and beverage concessions, keeping costs reasonable for airlines to do business and maintaining the Airport as an attractive market. The Airport supports the City of Austin's commitment to live music performances, local food venues, art, and Austin's "keeping it weird" vibe.
- 2.5. The Airport experienced substantial and consistent passenger growth since 2010 with a 60% increase in passenger traffic and serves over 13.89 million passengers annually. The Airport continues to outperform the U.S. domestic passenger growth trends.
- 2.6. The Airport is developing to meet the current and future needs of Austin. The recently completed Terminal East Infill Project included a new customs facility which doubled the processing of international passengers to 400 per hour and created a new concourse access for passengers which added six new U.S. Transportation Security Administration ("TSA") security checkpoint lanes. It also provided new federal inspection facilities, new airline baggage carousel devices, new TSA and U.S. Customs back office space, and reconfiguring of other spaces. Other airport growth beyond the terminal includes an expanded cell phone parking lot, commercial retail, new public parking areas, and the consolidated rental car facility.

¹ Travelandleisure.com World's Best Awards 2018.

² Upgradedpoints.com The 10 Fastest Growing & Declining Airports in the U.S. 2018.

- 2.7. In 2019, a terminal concourse and apron expansion and improvements project will add 88,340 square feet of new terminal concourse space, 9 new loading bridges and passenger hold rooms, nearly 20,000 square feet of concession space, increased international gate capability, and aircraft parking positions. The current terminal expansion provides for a mezzanine level space above the concourse providing enhanced passenger space and a potential airline club. Also, an additional public parking garage with 6,000 spaces will be added.
- 2.8. The Airport is self-sustaining, generating its own revenue to fund its operating costs and future improvements. The Airport generated over \$7.6 billion in economic activity in 2017 and supports more than 74,000 jobs in the Austin area³.
- 2.9. A centralized receiving and distribution service was contracted through a third-party agreement in 2013. This centralized service eliminates the large number of trucks arriving daily at the terminal to deliver all types of products and reduces the number of security personnel hours spent checking equipment, vehicles, products and personnel arriving at a terminal-connected loading dock. Bradford Airport Logistics has been operating the centralized receiving and distribution service since September 2013 in a 10,000 square foot space in a current cargo facility on Airport property with 9 overhead doors for dock access within a mile of the terminal.
- 2.10. The current location of the centralized receiving and distribution operation is the anticipated area for future use by the Contractor subject to additional square footage availability and need, based on the growing needs of the Airport. Accordingly, the Contractor may either lease space available on Airport property at the current Airport rental rates or another location identified by the Contractor, subject to Airport approval. The Contractor shall manage the receipt, staging, and handling of goods and supplies delivered to the Airport and the distribution of goods and supplies to all concessionaires, other tenants and Airport groups. The CRDC must be sized to accommodate future TSA security screening mandates for goods delivered to the Airport.

3. **DEFINITIONS**

- 3.1. Airport Austin-Bergstrom International Airport
- 3.2. City City of Austin
- 3.3. CRDC Centralized Receiving and Distribution Center
- 3.4. Recipient Concessionaires, tenants, and federal agencies located at the Airport.
- 3.5. SPOC Single Point of Contact
- 3.6. Supplier Organization that provides a product or service
- 3.7. TSA Transportation Security Administration

4. CONTRACTOR QUALIFICATIONS

- 4.1. The Contractor shall have at least five (5) years of experience in the management of centralized receiving and distribution services at an airport with at least three (3) million enplanements or logistics management at a similar facility, such as a rail or port authority logistics experience.
- 4.2. The Contractor shall have a minimum of five (5) years of experience and understanding of working with TSA security protocols and the screening of materials for transport into the sterile environment of an airport or similar facility.

5. CONTRACTOR RESPONSIBILITIES & REQUIREMENTS

³ Texas Department of Transportation Economic Impact Study 2018.

- 5.1. The Contractor shall designate a supervisor point of contact as SPOC for communications with the City. The SPOC shall be available and on call 24 hours a day, including weekends and holidays. The SPOC shall have full decision-making authority for the Contract as the Contractor representative with interactions with the Airport and Recipients. The SPOC shall carry a mobile phone. Telephone answering machines are not an acceptable alternative to the requirements of this paragraph.
- 5.2. The Contractor shall be responsible for personnel, equipment, and scheduling of all tasks associated with the Contract, including inbound and outbound delivery, receiving, staging, storage, loading, redistribution, and returns.
- 5.3. Prior to beginning operations, the Contractor shall develop and establish a schedule with the Recipients for monitoring, scheduling, and picking up returns. Returns may include items such as empty beer kegs, pallets, bread racks, bottles, dairy crates, cardboard, newspapers, magazines and other recyclables. The Recipient will be responsible to notify the appropriate Supplier or shipper of the availability of the material to be returned. The Contractor shall be authorized to refuse acceptance of returns if previous returns of the tenant are routinely not picked up in a timely manner.
- 5.4. The Contractor shall establish a supplier management policy and procedure plan to be approved by the Airport within thirty (30) days prior to the Contract effective date. The plan shall include but not be limited to the following:
 - 5.4.1. Delivery and distribution procedures.
 - 5.4.2. Submission of Monthly Reports to the Airport Contract Manager.
 - 5.4.3. Dock usage authorization procedures.
 - 5.4.4. Dock activities scheduling plan.
 - 5.4.5. Supplier and Recipient orientation for dock usage.
 - 5.4.6. Management, and operation of security plan (see Exhibit A).
- 5.5. The Contractor shall manage the delivery of parcels, FedEx, UPS and other common carrier vendors delivering to the various Recipients at the Airport. All parcels shall be delivered to their intended recipients on the same day that the parcel arrives at the CRDC. In no event will parcels remain overnight at the CRDC without prior approval from the City's Contract Manager.
- 5.6. The Contractor shall coordinate communication with Suppliers and Recipients at the Airport to ensure the efficient and timely operation of the CRDC. The Contractor shall determine the quantity of deliveries to the Airport based on the information provided by Suppliers, Recipients, field studies and industry experience. The Contractor shall expect that quantities of deliveries to the Airport to fluctuate and adjust the schedule and coordination between Suppliers and Recipients to deliver products as requested by Recipients.
- 5.7. The Contractor shall determine the best practice methods of receiving, documenting, temporary storage, organization, loading, redistribution, delivery and returns on a daily basis. The Contractor shall schedule all inbound and outbound delivery and dock times for Suppliers and Recipients 24 hours in advance or other mutually agreed upon time.
- 5.8. The Contractor shall coordinate with the Airport staff and tenants for delivery locations and staging locations for returns from Recipients within the Airport terminal.

- 5.9. The Contractor shall inspect all inbound delivery trucks prior to off-loading in accordance with the preapproved security plan and inspect all packages for damage, cleanliness and any evidence of insects or rodents.
- 5.10. The Contractor shall visually inspect products at the time of unloading and verify each count of the product and reconcile the packing slip if this count requires breaking down the material on the dock. The Contractor shall record the quantity of containers received on the retained packing slip and return a bill of lading to the driver when the material is determined to be accounted for and in visually good condition.
- 5.11. The Contractor shall be solely responsible for all products received until proper delivery is made to the Recipient with a signature of acceptance. The Contractor shall ensure that all inbound products are properly stored with priority to products requiring special handling. The Contractor shall be responsible for the loss, damage, or spoilage of products occurring while in possession of the product.
- 5.12. The Contractor shall collect all delivery paperwork, bills of lading, etc., enter the data in a materials management software system from receipt of a product through delivery to Recipients. The Contractor shall include the bill of lading and a copy of the original shipping manifest with each delivery and provide these document to the Recipient with the delivery. The Recipient will verify the delivery and must notify the Contractor of any discrepancies that are discovered within 24 hours of receipt of the delivery.
- 5.13. The Contractor shall deliver inbound supplies to the recipients within 24 hours of product receipt by the Contractor.
 - 5.13.1. The Contractor shall deliver all perishable products, such as fresh baked goods, bread, pastries, produce, milk and newspapers to the Recipients within four (4) hours of receipt. The Contractor shall maintain a minimum standard of 90% of all non-perishable products and materials delivered to Recipients within five (5) hours or less of receipt.
- 5.14. The Contractor shall not be responsible for putting delivered items in storage beyond the agreed-upon point of delivery. The Contractor shall not stock products.
- 5.15. The Contractor shall require that any material received from Suppliers that are identified as hazardous materials to be accompanied by Material Safety Data Sheets (MSDS) and the MSDS shall be provided to the Recipient upon delivery. The Contractor shall ensure that a hazardous communications program is in place, so all Contractor material handling employees are able to identify MSDS and take proper precautions in processing materials accompanied by MSDS. Recipients are responsible for limiting their orders to materials that are safe and appropriate for transportation and staging facilities provided by the Contractor.
- 5.16. The Contractor shall limit the amount of deliveries through public areas of the Airport terminals to prevent wear-and-tear on the facilities, reduce the possibility for injuries, minimize the impact on customers, and prevent congestion at the Airport.
- 5.17. The Contractor shall collect and recycle grease waste from the individual concessionaires for disposal as needed. Grease collection methods and schedule shall be mutually agreed upon between the Contractor and the Recipients. The Contractor shall maintain documentation substantiating the collection and recycling of grease and furnish such documentation upon the City's request.
- 5.18. The Contractor shall collect and dispose of recyclable materials from the Recipients as needed. The Contractor shall provide recycling containers for cardboard and plastic and placed in locations approved by the Airport.

- 5.19. The Contractor shall perform all services in compliance with all applicable regulations (e.g. FAA regulations on airfield, Health and Human Services Department requirements, Alcoholic Beverage Commission and TSA requirements).
- 5.20. The Contractor shall provide necessary precautions to protect person, property, and equipment from loss, injury, or damages. The Contractor shall be financially responsible for all bodily injury, loss or damages as a direct result of the Contractor's actions while on or around City property.
- At least thirty (30) days prior to commencing operations, the Contractor shall provide the Airport Security Manager with a safety and security plan specific to the Contract for review and approval. All security protocols required by the Security Manager must be included along with the stipulation that failure to comply will result in penalties and fines for the operator and will not be passed on to the tenants.

6. EQUIPMENT AND SOFTWARE

- 6.1. The Contractor shall either own or have access to all necessary equipment and supplies to meet the timely service requirements as specified herein. At a minimum, the Contractor shall procure and maintain the following equipment:
 - 6.1.1. Pallet-lifts or jacks (including battery chargers and associated equipment)
 - 6.1.2. Walk-in freezer (current size: 32'x28')
 - 6.1.3. Walk-in refrigerator (current size: 32'x40')
 - 6.1.4. Office and break room furniture and related equipment
 - 6.1.5. IT Systems along with computer equipment and materials management software
 - 6.1.6. Telephone service and equipment to support the Contract
 - 6.1.7. Security equipment and devices to receive and secure goods, supplies and equipment required to meet security guidelines and regulations, including but not limited to those required by TSA.
 - 6.1.8. Emergency generator for refrigerator and freezer
 - 6.1.9. Chain-link fencing or similar partitions for the storage of goods and supplies
 - 6.1.10. Delivery vehicles (with lift gates) It is strongly encouraged that delivery vehicles be powered by alternative fuels and have the ability to deliver refrigerated and frozen goods. The Contractor shall maintain a sufficient number of vehicles in service at all times as well as in reserve (back-up) to meet the daily demands of operation.
- 6.2. The Contractor shall be responsible for any loss or damage to rented or owned equipment in use under the Contract.
- 6.3. The Contractor shall provide materials management software to track throughput of items received, measure performance of operation, allow for the City and Recipients access to real-time access data, and have full audit availability of the data tracked. At a minimum, the Contractor's material management software shall:
 - 6.3.1. Identify products received, receipt date and time by supplier and recipient to reflect on-time delivery performance by the Supplier and Contractor delivery to the Recipient.

- 6.3.2. Identify shipper of the products.
- 6.3.3. Identify Supplier of the products
- 6.3.4. Identify Recipient of the products
- 6.3.5. Identify Contractor delivery personnel with date and time of each transaction of each tracked item received at the CRDC and delivered to the Recipients at the Airport.
- 6.3.6. Identify and track percentage of deliveries not meeting the 5-hour throughput requirement from the CRDC to the Recipient for the total deliveries of each day.
- 6.3.7. Track damage and loss claims status.
- 6.3.8. Maintain equipment inventory and maintenance records.

7. STAFFING

- 7.1. The Contractor shall provide a continuous training program throughout the term of the Contract to Contractor's staff members to ensure they are capable of performing the operational services, including training in food handling, safety and security procedures.
- 7.2. Contractor employees shall wear identifiable, clean uniforms with the company name at all times in the performance of the Contract.

8. REPORTING

- 8.1. The Contractor shall establish a daily process to provide summaries of each day's deliveries for each Recipient and a time frame for the deliveries.
- 8.2. During the first four (4) months of operation, the Contractor shall coordinate individual weekly meetings with Recipients to follow up on progress of deliveries and for issue resolution with vendors or deliveries to the Airport terminal for that specific Recipient. After the first four (4) months, the Contractor shall coordinate monthly meetings (or other agreed upon interval for meeting) for all Recipients to provide a summary of activities and allow for resolution of any outstanding issues.
- 8.3. The Contractor shall provide the City's Contract Manager with monthly reports summarizing the activities of the Contractor each month in accordance with the agreed upon plan outlined in 5.4 above. The monthly reports shall contain at a minimum total volume received by each tenant, vendor delivery performance report, and grease collection tracking.

9. HOURS OF OPERATION

- 9.1. The Contractor shall provide the Airport with a detailed plan of the required number of hours to perform the services herein. The Airport and Contractor shall mutually agree to official CRDC hours of operation in writing within thirty (30) calendar days before Contract effective date. Any changes to the hours of operation shall be submitted in advance of the change's effective date to the City in writing for authorization.
- 9.2. The Contractor's minimum hours of operation for the CRDC shall be:
 - 9.2.1. Monday-Friday: 3:00 AM 4:00 PM

9.2.2. Saturday: 3:00 AM - 2:00 PM

9.2.3. Sunday: 3:00 AM – 12:00 PM

10. PRICING

- 10.1. The Contractor will be compensated for the performance of the services described herein and paid monthly based on a proper invoice.
- 10.2. The Contractor shall request approval for any additional services offered not specified herein or as reimbursement for pre-authorized expenses associated with the Contract. The City will not pay for additional services provided unless the Contractor has obtained City approval to provide the service and approval of the service rates prior to the performance of additional work.

11. TRANSITION PERIOD

11.1. The selected Contractor shall work with the current Contractor to define, develop, and work through a transitional period to ensure uninterrupted services for Recipients and the Airport. Furthermore, within the final months of the current Contract, the current Contractor will work with the selected Contractor for these services to define and work through a transitional period to ensure uninterrupted services.

12. CRDC FACILITY CONSTRUCTION PLANNING

- 12.1. In accordance with the Airport Master Plan, the City may issue a solicitation and resulting contract for the construction of a new CRDC on Airport Property to accommodate future growth. The Contractor shall assist the City with the planning for the CRDC construction by participating as needed in the CRDC design process. This shall include meetings with City staff and the CRDC Construction Contractor to assist with the design review process to ensure the Contractor's infrastructure and space planning needs are addressed. The Contractor shall prepare construction documents for the CRDC Construction Contractor's proposed tenant improvements and submit them to the Airport for review and approval prior to the start of any construction work or improvements to the premises.
- 12.2. Upon completion of the CRDC construction project, the Contractor shall perform the Airport-approved tenant improvements and installation of Contractor provided equipment in accordance with the Airport's Design Review Guidelines and incorporate LEED certified development into its tenant improvement construction. The Contractor shall be solely financially responsible for any additional costs associated with equipment and tenant improvements necessary to conduct the CRDC operations. The Contractor's use of the CRDC shall be subject to applicable Airport rental rates under a lease agreement.
- 12.3. The Contractor shall also provide a transition plan for Airport approval to ensure continuity of operations upon relocation to the new CRDC.

13. APPENDICES/EXHIBITS

Exhibit A: Security and Safety Plan

Section 0510: Exceptions Checklist

Solicitation Number: RFP 8100 MMO3002

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Place this attachment in Tab 2 of your offer. Copies of this form may be utilized if additional pages are needed.

Indicate: 0300 Standard Purcha 0400 Supplemental Pu 0500 Scope of Work Exhibit A Exhibit B Exhibit C	ise Terms & Conditions urchase Provisions
Page Number Se	ction Number Section Description
If this contract is cancelled prior to the end of its five year term, then the contractor will be reimbursed for the unamortized book value of its capital investment based standard 60 month depreciation period. The capital spe contained in our response to the RFP will be adjusted to actual capital expenditure and included as a separate e	
dollars, and more that by the airport, then w	aking a capital investment in excess of one million an 50% deals with improvements to the facility owned by the feel it is reasonable to be reimbursed for this capital tract is cancelled early at the unamortized book value.

1. PROPOSAL FORMAT

Submit one original paper copy and an electronic copy of the original proposal in a .pdf format on a flash drive. The original proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

Tab 1 - City of Austin Purchasing Office Documents - Complete and submit the following documents in Tab 1:

A. Signed Offer Sheet

B. Section 0510: Exceptions Checklist

The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

C. Section 0605: Local Business Presence Identification Form

About Local Business Presence. The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Proposer or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

Points will be awarded through a combination of the Proposer's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Proposer's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Proposer or Subcontractor(s) have a local business presence. Local Business Presence shall be scored according to this table:

Team's Local Business Presence Points Awarded

Local business presence of 90% to 100% 10 Local business presence of 75% to 89% 8 Local business presence of 50% to 74% 6 Local business presence of 25% to 49% 4 Local presence of between 1 and 24% 2 No local presence 0

- D. Section 0800: Non-Discrimination and Non-Retaliation Certification
- E. Section 0815: Living Wages Contractor Certification
- F. Section 0835: Nonresident Bidder Provisions
- G. Section 0840: Service-Disabled Veteran Business Enterprise Form

Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three-point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

- H. Section 0900: Subcontracting/Sub-Consulting Utilization Form
- Section 0905: Subcontracting/Sub-Consulting Utilization Plan only required to be returned if your firm is subcontracting
- J. Signed Addenda
- **Tab 2 Authorized Negotiator:** Include name, mailing address, email address, and telephone number of the officer or other representative in your organization authorized to negotiate and execute binding contract terms.
- **Tab 3 Executive Summary:** Provide an Executive Summary of three (3) pages or less, which gives, in brief, concise terms, a summation of the proposal. Include the number of years your company has been in business, a summary of your company's history and experience, and how your organization will exceed the performance of other vendors in relation to the Scope of Work. Please also address how your organization will serve the City's needs relative to the needs of your other clients.
- **Tab 4 Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual.
- **Tab 5 Proposed Solution**: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your proposed solution. Provide details of how your organization will meet or exceed the requirements included in the Scope of Work, include an explanation of why any exceptions were taken. Specifically,
 - A. Starting with Item 5.1 in Section 0500 Scope of Work, describe your plan for accomplishing the work. Provide information on your approach to staffing, equipping, scheduling tasks (including inbound and outbound delivery), staging, storage, loading, redistributing and returning goods.
 - B. Provide a supplier management policy and procedure plan to include delivery and distribution procedures.
 - C. Provide a communication plan for coordination of information with suppliers and delivery recipients to ensure efficient and seamless operation of the CRDC.
 - D. Provide a detailed safety and security plan for CRDC operations.
 - E. Provide details about your proposed delivery vehicles and equipment.
 - F. Provide information about your plan for the CRDC schedule and hours of operation.
 - G. Provide a plan and proposed timeline for the transition of services.

Tab 6 – Project Management Structure, Team and Prior Experience: Describe your workforce as it relates to this RFP. This should include but not be limited to a description of the following:

A. The size and composition of your current workforce. Describe your staffing plan if workforce enhancements are needed to fulfill services required under the Scope of Work. Specify where subcontractors will be utilized.

- B. Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel.
- C. Provide a staffing plan and training plan to ensure that the knowledge and skills of Contractor/subcontractor employees are up-to-date on loading dock processes and equipment.
- D. Experience and qualifications of the proposed Single Point of Contact for the contract.
- E. Describe relevant airport experience and individual experience for personnel assigned to the project. Do not include experience unless personnel assigned to this project actively participated. Do not include experience prior to 2008.
- F. If partnerships/subcontractors are proposed, describe prior experience managing such relationships.
- G. Provide the project title, year, and reference name, title, present physical address, email address, and phone number of principal person for whom prior projects were accomplished. Include a minimum of three references.

Tab 7 – Price Proposal: Complete and submit Exhibit C, Price Sheet. Prices offered on the Price Sheet shall be all inclusive of fees including all supplies. The Offeror shall not charge separately for administrative, overhead, per diem, shipping, or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to complete the work. If pricing for the services are not submitted on Attachment B, Price Sheet, then the Offeror may be deemed nonresponsive.

Tab 8 – Equipment & Reporting: Describe the equipment needed to fulfill the Contractor's responsibilities described in the Scope of Work. Detail the number of and specific roles of delivery vehicles to be utilized, equipment for moving supplies, refrigerators, freezers, security equipment, IT systems, and other equipment you plan to provide to the City. Elaborate on the ability to incorporate alternative fuel equipment for this opportunity and any other types of sustainable equipment. It is recommended that the Proposer review the City's Office of Sustainability information at http://www.austintexas.gov/department/sustainability.

Provide a sample of a typical monthly report to be provided to the City per the requirements outlined in the Scope of Work.

2. PROPOSAL ACCEPTANCE PERIOD

All Proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the Solicitation closing date unless a longer acceptance period is offered in the Proposal.

3. PROPRIETARY & CONFIDENTIAL INFORMATION

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary or confidential information in the proposal to be disclosed, each page must be identified and marked proprietary or confidential at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary or confidential information will result in all unmarked sections being deemed non-proprietary or confidential and available upon public request.

4. PROPOSAL PREPARATION COSTS

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

5. EVALUATION FACTORS AND AWARD

A. Competitive Selection: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B

below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors:

All Proposals will be evaluated based on the following criteria and rankings.

Proposed Solution (Tab 5)	40 points
Team, Project Management Structure, Experience (Tabs 6)	20 points
Price Proposal (Tab 7, Exhibit C)	22 points
Equipment & Reporting (Tab 8)	5 points
Local Business Presence (Tab 1-C)	10 points
Service-Disabled Veterans Business Enterprise Preference (Tab 1-G)	3 points

C. Presentations, Demonstrations, Interviews Optional: The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, demonstrations or interviews with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR: Highlight in Yellow is answer

Name of Local Firm	Bradford Airport Logistics, LTD	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S): None

No
No
_

City of Austin, Texas Section 0800 NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this6 Th	day of <u>February</u>	, 2019	
4		CONTRACTOR	Bradford Airport Logistics, LTD
		Authorized Signature	Bons Chi
		Title	VP Sales & Marketing

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

(1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour: Currently Bradford contract is not under Austin Living Wage. All employees will meet this standard at time of new award.

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Jeff Bondurant	Bradford Airport Logistics, LTD	Prime	\$59,449/yr.	Facility Manager
Prescott Spassky	Bradford Airport Logistics, LTD	Prime	\$15.25	Logistics Specialist
Michael Gish	Bradford Airport Logistics, LTD	Prime	\$16,74	Logistics Specialist
Kirk Carlson	Bradford Airport Logistics, LTD	Prime	\$16.25	Logistics Specialist
Brian Mouse	Bradford Airport Logistics, LTD	Prime	\$15.00	Logistics Specialist
Patrick Allen	Bradford Airport Logistics, LTD	Prime	\$41,000/yr,	Supervisor

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name:	Contractor's Name: Bradford Airport Logistics, LTD				
Signature of Officer or Authorized Representative:	Bm Ca	Date:	2/6/19		
Printed Name:	Bruce Class				
Title	VP Sales & Marketing				

Section 0835: Non-Resident Bidder Provisions

Compar	ny Name Bradford Airport Logistics, LTD
A	Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:
	Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?
	Answer: Resident Bidder
	 Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas. Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
B.	If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?
	Answer: Which State:
C.	If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?
	Answer:

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name	
Bradford Airport Logistics, LTD	

Additional Solicitation Instructions.

- 1. By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified under one of the two following scenarios. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ <u>HUB/SV</u>. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State H	UB/SV Certification
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

□ <u>HUB/OTHER + Federal SDVOSB</u>. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification		
13-Digit Vendor ID (VID)	2	
HUB Eligibility Category		
HUB Issue Date		
HUB Expiration Date		

Federal SDVOSB	Verification
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- 3. Offeror Identity. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- 5. Confirmation of Certification(s). Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: https://mycpa.cpa.state.tx.us/tpasscmblsearch. Federal: https://www.vip.vetbiz.gov/ The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- 6. <u>Misrepresentation</u>. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: RFP 8100 MMO3002

SOLICITATION TITLE: Centralized Receiving & Distribution Management Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.)Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.

NO, I DO NOT intend to use Subcontractors/Sub-consultants.

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

YES, I DO intend to use Subcontractors /Sub-consultants.

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Bradford Airport Logistics, LTD		
City Vendor ID Code	NA		
Physical Address	720 North Post Oak Rd, STE 450		
City, State Zip	Houston, TX 77024		
Phone Number	832 483-9838	Email Address	bclass@bradford-corp.com
Is the Offeror City of Austin M/WBE certified?	YES Indicate one: MBE WB	E ☐ MBE/WBE J	oint Venture
Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontractor of allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontractor to begin work, unless I first obtain City approval of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. Bruce Class, VP Sales & Marketing			
Name and Title of Authorized Representative (Print or Type) Signature/Date			

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

_		10 To V A
		CITATION NUMBER: RFP 8100 MMO3002
L	SOLIC	CITATION TITLE: Centralized Receiving & Distribution Management Services
	retair	TRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when using Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR J-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.
	I into	end to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).
	974- certi Subc	ructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin fied M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's contractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) the table below and must include the following documents in their sealed Offer:
		Subcontracting/Sub-Consulting Utilization Form (completed and signed) Subcontracting/Sub-Consulting Utilization Plan (completed)
	I int	end to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.
		ructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first onstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.
	STE STE the f	P ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract; P TWO: Perform Good Faith Efforts (Check List provided below); P THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include ollowing documents in their sealed Offer: Subcontracting/Sub-Consulting Utilization Form (completed and signed) Subcontracting/Sub-Consulting Utilization Plan (completed) All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)
		DD FAITH EFFORTS CHECK LIST –
	in or	n using NON-CERTIFIED Subcontractor/Sub-consultants(s), <u>ALL</u> of the following CHECK BOXES <u>MUST</u> be completed der to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed r. Documentation CANNOT be added or changed after submission of the bid.
		Contact SMBR. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
		Contact M/WBE firms. Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed

NO SUBCOMRACTORS ARE BEING USED

shall show the date(s) of contact, company contacted, phone number, and contact person.

to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 8100 MMO3002
SOLICITATION TITLE: Centralized Receiving & Distribution Management Services

ODAGAMATICAL TABLES COMMISSION AND AND AND AND AND AND AND AND AND AN	
	Follow up with responding M/WBE firms. Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
	Advertise. Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
	Use a Community Organization. Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

NO SUBCONTRACTORS ARE BEING USED

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION TITLE: Centr			
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		Subcontractor/Sub-consul	
City of Austin Certified	☐ MBE ☐ WBE	Ethnic/Gender Code:	☐ NON-CERTIFIED
Company Name			
Vendor ID Code			
Contact Person		NOSCOS AND	ne Number:
Additional Contact Info	Fax Number:	E-mail:	
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List commodity codes & description of services			
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		Subcontractor/Sub-consult	tant
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Vendor ID Code	3	5	×
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Amount of Subcontract	\$		
List commodity codes &			
description of services			
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certified MBE/WBE		40	
		SMBR Contact Information	
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
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FOR SMALL A	ND MINORITY B	USINESS RESOURCES DE	EPARTMENT USE ONLY:
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irector/Assistant Director o	r Designee	Date	

Austin-Bergstrom International Airport

SECURITY REQUIREMENTS FOR CONCESSIONS AND VENDOR DELIVERY INSPECTIONS

A. PURPOSE

The purpose of this plan is to establish alternative measures for concessions and vendor delivery inspections. The Central Receiving and Distribution Center (CRDC) will serve as a remote location which will allow for the inspection of merchandise/consumables and parcels destined for the Sterile Area or DOA designated terminal concessions storage areas.

The Department of Aviation (DOA) authorized representative will conduct full concessionaire/vendor merchandise inspections intended for Sterile Area use prior to allowing delivery of merchandise to the terminal building. This inspection point will be referred to as the CRDC.

The DOA reserves the right to change or amend this procedure at any time without providing advanced notice as required for security needs under 49 CFR Parts 1542.101 and 1542.105.

B. DEFINITIONS

As used in this procedure the following words, phrases, and acronyms have the meanings as indicated below:

Airport means Austin-Bergstrom International Airport

Airport operations area has the meaning as assigned under 49 CFR 1540.5

CRDC – Central receiving and distribution center

DOA authorized representative means a person or company acting on behalf of the DOA to perform the security inspections of merchandise or other consumables intended for sale or use within the Sterile Area of the terminal

DOA – City of Austin, Department of Aviation

Secured Area has the meaning as assigned under 49 CFR 1540.5

Sterile Area has the meaning as assigned under 49 CFR 1540.5

TSA – US Department of Homeland Security, Transportation Security Administration

C. PROCEDURE

- 1. Central Receiving Distribution Center
 - All concessionaire/vendor delivery merchandise/consumables inspections will only be performed by DOA authorized representatives whom have obtained DOA issued airport identification/access media.

- b. Concessionaire/vendor merchandise/consumables deliveries must comply with the following criteria, or delivery will be denied:
 - i. The merchandise/consumables inspection will require that the delivery merchandise match the manifest provided by the delivery driver
 - ii. Commercially prepared, labeled, and sealed boxes, cartons, containers and packages need not be physically opened if their external appearance does not indicate any signs of tampering or alteration.
 - iii. Items not packaged as noted above, must be opened and/or visually inspected prior to delivery. These items could include reusable, open or unsealed boxes and cartons, open or unsealed shipping containers, paper bags or dark colored garbage bags and trashcans.
- c. Inspection Procedures for merchandise/consumables intended for sterile area use
 - i. Equipment and training to be used in inspections
 - Training of DOA authorized representative employees on inspection procedures and use of any supporting equipment is the responsibility of the DOA authorized representative. This training must include recognizing indicators of product tampering including detection of exposed wires, leaks, content inconsistencies, and other irregularities.
 - A. Each employee conducting such inspections or transporting items must complete this training and the DOA authorized representative must maintain records of this training for 180 days beyond the end of the employment for each employee.
 - B. These records shall be made available to the DOA upon request.
 - 2. The DOA authorized representative is responsible for obtaining and maintaining any required equipment to conduct inspections of consumables/merchandise.
 - 3. Any equipment used in conducting inspections must be maintained in good working order or be immediately removed from use. DOA authorized representative procedures for use of imaging, trace detection, or other tools/equipment which may produce an indication of the presence of a hazardous or explosive substance must include a means for a two-factor verification process prior to enactment of DOA emergency response procedures.

ii. Fail Procedures

- 1. If the concessionaire/vendor delivery merchandise/consumables does not pass inspection, delivery to the terminal will be denied.
- Any packages deemed suspicious will be reported to Austin Airport Operations Center (AOC) immediately. The AOC will contact Austin Police Department and DOA Landside Operations to respond. The AOC will contact others as appropriate.

iii. Pass Procedures

- 3. If the concessionaire/vendor delivery merchandise/consumables passes inspection, it will be physically separated from uninspected merchandise/consumables, by one of the two following methods:
 - A. Be loaded on DOA authorized representative vehicles for delivery, in accordance with section C.2 of this procedure; or,
 - B. Be physically separated from uninspected merchandise/consumables at the CRDC and be secured to prevent access by any authorized persons.
- d. Security of the CRDC will be the responsibility of the DOA authorized representative. Adequate means and methods to detect and deter unauthorized access into the CRDC or to prevent access to other security areas of the airport through the CRDC must be utilized by the DOA authorized representative. Any lapses of security at the CRDC must be immediately reported to the DOA upon discovery.

iii. Inspection Records

- The DOA authorized representative must maintain electronic or manual records of each inspection conducted to include the name of the representative and DOA issued airport identification/access media number, the sender of the merchandise/consumables, and the intended recipient of the merchandise/consumables.
- 2. Inspection records will be retained by the DOA authorized representative for a minimum of one hundred and eighty (180) days, and be made available to DOA or Transportation Security Administration (TSA) personnel upon request.
- 2. DOA authorized representative delivery vehicles

- a. The designated representative must provide the DOA with a complete listing of vehicles intended to be used as delivery vehicles. These vehicles must also meet the registration requirements prescribed for use with SIDA areas to include liability insurance and approved display of a minimum 12" company logo or company name in minimum 4" lettering visible on the passenger and driver side of each vehicle.
- b. Prior to placing items any items intended for Sterile Area use into delivery vehicles, the designated representative will inspect the vehicle to insure no suspicious items or that any packages which have not cleared the inspection process are present.
- c. If the DOA authorized representative uses the same vehicle to simultaneously transport merchandise/consumables intended for Sterile Area use and other merchandise/consumables not intended for Sterile Area use, the items must remain physically separated in individual compartments of the vehicle; or, all items must be inspected prior to vehicle loading under the terms described for Sterile Area use.
- d. The delivery vehicle must remain locked, attended, or sealed to prevent unauthorized entry while containing any inspected packages intended for Sterile Area use. Any lapse will require re-inspection of both the vehicle and all packages/items.
- e. When transporting inspected packages/deliveries from the CRDC to the terminal, any cargo portions of the delivery vehicle separated from the driver compartment will be sealed to detect unauthorized access/tampering.
 - If the seal is found to be broken prior to final destination at the terminal, the vehicle will return to the CRDC for re-inspection of the vehicle and all contents.
 - ii. If the vehicle is scheduled for multiple stops at the terminal or will be left unattended while still containing packages or items for terminal delivery after the original seal has been broken, a new seal will be applied prior to the vehicle being left unattended or departing for the next terminal location.
 - iii. A sample of the vehicle seals to be used by the DOA authorized representative must be approved by the DOA prior to use and must be of sufficient design to be individually identifiable and indicate previous use (such as a metal or plastic numbered 'zip tie').
 - iv. Delivery routes to be followed by the DOA authorized representative between the CRDC and Terminal Loading Dock(s) shall be designated by the DOA and may be changed by the DOA as required by operational and security needs.

3. Airport Operations Area or Secured Area Access

- a. Verification of the vehicle seal will occur by the DOA prior to allowing entry into Secured Areas.
- b. If the vehicle seal is present and intact, the vehicle may be allowed to proceed to designated Terminal Loading Dock(s).
- c. If the vehicle seal is not present or the seal is broken, the vehicle will be denied access and will be required to return to the CRDC for re-inspection of the vehicle and contents.

4. Delivery to Concessionaire/Vendor

- a. Delivery merchandise will be unloaded at the Terminal Loading Dock(s).
 - i. The merchandise must either be taken directly to the Sterile Area or to a DOA approved and monitored concessions storage area.
 - ii. The DOA authorized representative must ensure they follow all DOA security requirements, including those regarding security of access control doors and gates while conducting deliveries.

b. Parcel Delivery Procedures

- i. Parcel deliveries will be accepted and signed for by the DOA authorized representative at the CRDC.
- ii. All parcel deliveries will be processed through the CRDC delivery inspection point prior to delivery to the terminal building.
- iii. The parcels intended for the airport terminal will be processed through a TSA designated Screening Checkpoint prior to entering the Sterile Area.
- iv. After all items have cleared screening, the DOA authorized representative will deliver the parcels to their destinations.

5. Curbside Deliveries

- a. Limited curbside deliveries of oversized merchandise/consumables or deliveries to non-Sterile Area concessionaires may be made on the terminal curbsides by the DOA authorized representative with advance approval of the DOA.
- 6. Deliveries not in scope of DOA authorized representative
 - a. The DOA may permit other deliveries at Terminal Loading Dock(s), curbsides, or other designations without the requirement of use of the CRDC or DOA

Exhibit A – Security Plan for Dock Operations

authorized representative.



Department of Aviation MEMORANDUM

From: City of Austin / Austin-Bergstrom International Airport

Airport Properties Division

Subject: Shared Tenant Services (STS) – Terms of Use

Enclosed please find the City of Austin / Department of Aviation, Shared Tenant Services (STS) Terms of Use and the Service Request Form. The STS Terms of Use is a contractual agreement required by Austin-Bergstrom International Airport tenants for telephone and/or data services at one of the following service levels:

Level 1: Full Service – All telephone and data services will be provided on a rental basis. Services

shall include installation, training, service and maintenance.

Level 2: Switched Local Service – Only telephone services will be provided and delivered to the

tenant location(s). The tenant will provide telephones.

Level 3: Provisioned Connectivity Service –Data network services will be delivered from Building

7355 to the tenant site(s). The tenant will provide all telephone service.

To request services, please complete, sign, and return the following forms as noted below:

STS - Telecom Services/Equipment Request

- Long Distance Carrier / Designation
- Accounts Receivable Client Data Sheet

By email to: ABIA.Property@austintexas.gov

Upon receipt of the completed forms, an STS Request for Services (service quote) will be issued for approval and signature.

Work will not proceed until a signed STS-Telecom Services Request and security deposit are received.

If you have any questions regarding Shared Tenant Service startup of services, please contact Airport Properties at <u>ABIA.Property@austintexas.gov</u>.



AUSTIN-BERGSTROM INTERNATIONAL AIRPORT SHARED TENANT SERVICE TERMS OF USE



* Definitions

- A. Agreement consists of Tenant's Application for Service and Telephone Equipment Request, the Airport STS Terms of Use and Schedule of Fees, in effect from time to time.
- B. Airport –Austin-Bergstrom International Airport, a municipal airport owned, operated, and located in the City of Austin, Texas.
- C. City The City of Austin, Texas, a home-rule municipal corporation, acting by and through its Department of Aviation.
- D. Contract Administrator The Airport Information Systems Division Manager, Austin-Bergstrom International Airport, 3011 Employee Avenue, Bldg. 1101, Austin, Texas 78719, telephone (512) 530-6336.
- E. Shared Tenant Services or STS The telecommunications services, to include telephone installations/maintenance, local dial tone, long distance, data lines, and telephone implements, that the City makes available to be shared by Airport tenants.
- F. Premise Distribution System or PDS the Airport cable infrastructure composed of fiber optics and copper cable that is installed, owned, operated and managed by the City.
- G. Telephone Equipment The telephone lines and wires, equipment, sets and accessories installed by the City in Tenant's premises at the Airport.
- H. Tenant A person, company or other legal entity that occupies leased premises at the Airport, and has elected to participate in STS.
- * Tenant Obligations. By applying for service or leasing Telephone Equipment from the City under the Airport Shared Tenant Service program, Tenant agrees to perform the duties and obligations of Tenant set forth in these Terms of Use. Under no circumstances shall Tenant make, or engage any contractor or vendor to make, any changes, modifications, or repairs to the Premises Distribution System (PDS) or the Telephone Equipment. A Tenant who elects not to participate in STS, and installs its own telephone system must provide all switches, instruments, and other equipment necessary to interface with the Airport telecommunications demarcation point through the Airport's PDS. A monthly charge will be imposed on such Tenants for use of the PDS. Tenant shall be solely responsible to maintain and repair any Tenant owned or supplied telephone system, equipment, or accessories. Tenant owned equipment and accessories must be compatible with the PDS. All telecommunication services must enter the Airport at the designated point of entry. Tenant shall not enter into any agreement with a telecommunications provider that may impair the declaration of a Minimum Point of Entry ("MPOE") for the Airport, the designation of the demarcation point, or the implementation or operation of PDS.

City Obligations

- A. The City shall use commercially reasonable efforts to deliver and install the services and equipment ordered by Tenant by written service request at Tenant's premises at the Airport, but shall not be liable for any failure or delay in providing a requested service or equipment. The City shall notify Tenant if it is unable to comply with a Tenant service request. The City will serve as Customer-of-record and contract with local exchange carriers, and other vendors as may be required for the installation and maintenance of PDS
- B. The City shall be responsible for the maintenance and repair of PDS and the Telephone Equipment. The City shall undertake the repair or replacement of damaged or defective Telephone Equipment with a reasonable time after written notice from Tenant; but shall not be liable for any delay in making repairs. Tenant shall reimburse the City the all costs or expenses to repair or replace Telephone Equipment that is damaged or destroyed as a result of Tenant abuse, misuse, or negligence.
- * <u>Term</u>. The Agreement shall be effective as of the date of Tenant's written Application for Service and Request for Telephone Equipment is approved by the City, and subject to the termination rights of the parties in these Terms of Service, shall remain in effect for an initial term of one year, and month to month thereafter, unless otherwise specified on Tenant's Application for Service.

* Disclaimer, Limitation of Liability. THE CITY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO STS, PDS, AND THE TELEPHONE EQUIPMENT, EXPRESSED OR IMPLIED, NOT EXPLICITLY STATED IN THESE TERMS OF SERVICE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS OF STS, PDS, OR THE TELEPHONE EQUIPMENT FOR ANY PURPOSE. IN NO EVENT SHALL THE CITY EVER BE LIABLE TO TENANT FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE USE, OPERATION, REPAIR OR MAINTENANCE OF STS, PDS, OR TELEPHONE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR INCOME, CLAIMS OF TENANT'S CUSTOMERS, SUBTENANTS, AND CONTRACTORS, AND OTHER SIMILAR CLAIMS OR DAMAGES. TENANT ACKNOWLEDGES THAT THE CITY DID NOT DESIGN OR MANUFACTURE THE TELEPHONE EQUIPMENT.

* Use and Maintenance of Telephone Equipment

- A. Tenant is hereby granted the right to use and operate the Telephone Equipment during the term of the Agreement. Tenant shall use and operate the Telephone Equipment in a proper and careful manner in strict accordance with all applicable Federal, State and local laws, rules, and regulations, manufacturers' specifications and operating instructions, and industry standards.
- B. Tenant must account for the Telephone Equipment at the end of the term of the Agreement. If, for any reason excluding the sole negligence or willful misconduct of the City, the Telephone Equipment is lost, stolen, destroyed or damaged beyond repair, Tenant shall pay City upon demand the replacement value of the Telephone Equipment.
- C. Tenant shall not move or relocate the Telephone Equipment, or make any alterations, additions or improvements to the Telephone Equipment.
- D. All additions, replacements, or substitutions of parts, equipment, or accessories to the Telephone Equipment made by the City constitute accessions, and become part of the Telephone Equipment and subject to the terms of the Agreement.
- E. The City shall have the right to enter Tenant's premises where the Telephone Equipment is located to inspect the condition and use of Telephone Equipment at any reasonable time during the term of the Agreement.
- F. The Agreement constitutes a lease of the Telephone Equipment, and is not intended to be, nor shall be construed as, a sale of the Telephone Equipment to Tenant. City at all times retains sole ownership and title to the Telephone Equipment. Tenant shall not by virtue of the Agreement acquire any right, title, equity, or other interest in the Telephone Equipment, except the rights explicitly set forth herein.
- G. City may place and maintain on the Telephone Equipment a label or inscription that identifies City as the sole and exclusive owner of the Telephone Equipment. Tenant shall not remove, obscure, or deface such label or inscription, nor permit any other person to do so.
- H. Tenant shall not relinquish possession or control of the Telephone Equipment, nor shall Tenant sell, mortgage, pledge, encumber, create a security interest in, or permit a lien to attach to the Telephone Equipment, without the prior written consent of the City.

* Fees and Payments

- A. Tenant shall pay to the City the fees and charges established by the City for the use of STS from time to time. A copy of the current fee schedule is available upon request from the Contract Administrator. The fee schedule is subject to change at any time. The City shall give Tenant written notice twenty (30) days prior to the effective date of a change in STS fees. Unless otherwise expressly stated in the fee schedule, the fees are exclusive of applicable state or federal taxes, excises or fees, if any.
- B. Tenant shall pay to the City in full the City's estimated cost of construction and installation of Tenant cabling, including both inside and horizontal cabling and external or building entrance cabling, prior to commencement of the work. The City may refuse to commence service under the Agreement until such cabling construction and installation charges have been paid in full.
- C. Tenant shall pay monthly recurring charges to the City within thirty (30) days of the date of invoice, without deduction or set-off. Tenant shall deliver payment to the Department of Aviation, Attention: Accounts Receivable, Austin-Bergstrom International Airport, 3600 Presidential Boulevard, Suite 411, Austin, Texas 78719.

- D. If any payment required of Tenant under the Agreement is not made when due, Tenant shall pay interest on the amount outstanding from the due date until paid in full, at the lesser of one and one-half percent (1.5%) per month, or the maximum lawful rate. If any check tendered by Tenant in payment of fees or charges under the Agreement is not paid upon presentment by Tenant's bank, the City may, in addition to all other rights and remedies available to the City, upon written notice to Tenant, require all future payment to be made by certified check, money order, or other means to ensure payment of good funds.
- * Security Deposits. The City reserves the right to require Tenant to provide the City a security deposit equal to three months fees and charges for the services and Telephone Equipment ordered by Tenant. If the Tenant orders additional services or Telephone Equipment, an additional security deposit may be required. If Tenant has posted a security deposit under the terms of an Airport lease, concession, operating permit, or similar agreement with the City, the City shall have the right to satisfy any arrearages of fees or other amounts due under the Agreement from such security deposit. The City shall not be obligated to segregate a security deposit from the City's own funds, or to accrue or pay interest on the security deposit.
- * Credit for Outages, Exclusive Remedy. The City agrees to use reasonable commercial efforts to operate, manage, and maintain PDS, but does not represent or warrant that PDS will be free from service interruptions. In the event of an interruption in Tenant's service exceeding twenty-four consecutive hours caused by a failure or defect in PDS, excluding interruptions due to the negligence or other fault of Tenant, Tenant, as Tenant's exclusive remedy for such interruption, shall be entitled to a one-day credit against Tenant's monthly recurring charges for use of STS for each consecutive twenty-four hour period that PDS is inoperative.

* Default by Tenant

- A. Tenant shall be in default under the Agreement upon the occurrence of any one or more of the following events, and the failure by Tenant to cure such event within the specified period of time:
 - (1) Tenant fails to pay any fee, rent, or charge under the Agreement when due, and such default is not cured within ten (10) days after written demand;
 - (2) Tenant files a voluntary petition in bankruptcy by Tenant, or involuntary proceedings in bankruptcy are instituted against Tenant, and such bankruptcy case is not dismissed within sixty (60) days after filing; a court shall take jurisdiction of Tenant and its assets pursuant to proceedings brought under the provision of any Federal or State reorganization act; a receiver is appointed for Tenant's assets; or any material assignment is made by Tenant for the benefit of its creditors;
 - (3) Tenant's Airport lease, sublease, concession, or operating permit, as applicable, expires or is terminated;
 - (4) Tenant uses STS or the Telephone Equipment in an unlawful manner or for unlawful purposes; or
 - (5) Tenant fails to perform and observe each of its material covenants or obligations under the Agreement and fails to remedy such default within thirty (30) days after written notice from the City.
- B. In the event of a default by Tenant, in addition to any other right or remedy available under the Agreement or at law or in equity, the City may:
 - (1) Terminate the Agreement upon written notice to Tenant. Termination shall not relieve Tenant of liability incurred prior to such termination;
 - (2) Initiate default proceedings against Tenant under any Airport lease, concession, or operating permit between the City and Tenant; a default under the Agreement being an event of default under such other lease, concession, or operating permit;
 - (3) Suspend service under the Agreement to Tenant immediately and without further notice;
 - (4) Repossess the Telephone Equipment, in whole or in part, without legal process, free of all rights of Tenant in and to the property. Tenant expressly authorizes City, or its agents or employees, to enter any premises owned, leased, or controlled by Tenant where the Telephone Equipment is located, for the purpose of repossessing and removing the same. Tenant waives any claims or causes of action against City arising out of such entry and repossession, including but not limited to, claims for trespass. The repossession of one item of Telephone Equipment shall not constitute a termination of the Agreement as to any other items of Telephone Equipment, unless City expressly so notifies Tenant in writing; and
 - (5) Recover from Tenant all damages incurred by the City as a result of Tenant's default, including, without limitation, all reasonable expenses of repossession and enforcement of City's rights and remedies under the Agreement, including, but not limited to, attorneys' fees and court costs.

- **Default by City**. The City shall be in default under the Agreement if the City fails to substantially perform its material obligations hereunder, and such failure is not cured within thirty (30) days after written notice from Tenant. If Tenant is not in default under the Agreement, in addition to any other rights or remedies available at law or in equity, Tenant may terminate the Agreement for cause upon ten (10) day's prior written notice to the City.
- * <u>Surrender of Possession</u>. Tenant shall yield and deliver to City the possession of the Telephone Equipment on the termination of the Agreement, by expiration, or otherwise, or of any renewal, or extension hereof, in good working order. The City may elect to leave certain telephone wires and lines in place in Tenant's premises, but Tenant may not connect other telephones or equipment to, or use such wires or lines after termination or expiration.
- * Tenant Change Requests. Tenant shall not make any changes or modifications to the Telephone Equipment or in its participation in STS. Tenant shall pay the City for all costs associated in making any approved changes or modifications made for the benefit of Tenant. All requests for changes, modifications, or repairs will be made in writing to the Contract Administrator.
- * Indemnity. TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES OF INVESTIGATION AND LITIGATION, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, AND CAUSES OF ACTIONS WHATSOEVER (COLLECTIVELY, "CLAIMS") RESULTING FROM OR CONCERNING THE AGREEMENT OR STS, TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY, OUT OF (A) ANY BREACH OF THE AGREEMENT BY TENANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, (B) ANY FALSE REPRESENTATION OR WARRANTY MADE BY TENANT, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, HEREUNDER OR IN APPLYING FOR SERVICE, (C) INTERRUPTIONS IN SERVICE EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, (D) DEFECTS IN THE DESIGN, MANUFACTURE OR INSTALLATION OF STS OR THE TELEPHONE EQUIPMENT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, AND (E) ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF TENANT, OR ITS AGENTS, EMPLOYEES OR CONTRACTORS.
- * Sponsor Assurances. The Agreement is subject to the provisions of any agreement heretofore made between the City and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the City for Airport purposes, or the expenditure of federal funds for the development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended. Nothing herein is intended or shall be construed as a grant of an exclusive right.
- * Compliance with Laws, Rules and Regulations. Tenant shall comply with all laws, statutes, rules, and regulations applicable to Tenant's use of STS, PDS, and the Telephone Equipment. The City may adopt and enforce reasonable rules and regulations, which Tenant agrees to observe and obey, with respect to the operation, maintenance and use of STS, PDS, and Telephone Equipment; provided that such rules and regulations are consistent with applicable law.
- * Change in Terms of Use. The City may modify these Terms of Use at any time, but shall give Tenant thirty (30) days written notice prior to the effective date of any change. Continued use of STS or Telephone Equipment by Tenant after the effective date of a change in Terms of Use shall constitute acceptance by Tenant of the modified Terms of Use.
- * Force Majeure. The failure of the City to perform its obligations hereunder shall be excused if such failure is caused by the occurrence of an event of Force Majeure. Force Majeure shall mean acts and events not within the City's control, and includes, without limitation: Acts of God; strikes, lockouts or other industrial disputes; inability to obtain material, equipment or labor; epidemics, civil disturbances, acts of domestic or foreign terrorism, wars, riots or insurrections; landslides, lightning, earthquakes, fires, storms, floods or washouts; arrests and restraint of rulers and people; interruptions by government or court orders; present or future orders of any regulatory body having proper jurisdiction and authority; explosions; and breakage or accident to equipment or machinery. The City shall notify Tenant in the event of an occurrence of Force Majeure, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. Nothing contained herein shall be construed to require the City to settle a strike or other labor dispute against its will.

Notices. Whenever any notice is required by the Agreement to be made, given or transmitted to the parties hereto, such notice shall be sent by personal delivery, commercial delivery service, or certified mail. Notices to the City shall be addressed to Director of Aviation, Austin-Bergstrom International Airport, 3600 Presidential Boulevard, Suite 411 Austin, Texas 78719, with a copy to the City Contract Administrator. Notices to Tenant shall be addressed to the person and address specified on Tenant's Application for Service and Request for Telephone Equipment. Notices shall be effective upon the earlier of receipt or three business days after the date the notice is postmarked or received by the delivery service. A party may, by giving written notice to the other, change the address at which its notices are to be received.

* Miscellaneous

- A. <u>Assignment, Successors and Assigns.</u> Tenant shall not sell, convey, transfer, pledge, or assign the Agreement in whole or in part, or any rights created hereby, without the prior written consent of the City. Any attempted sale, conveyance, transfer, pledge or assignment of the Agreement, or any rights of Tenant hereunder, without the consent of the City shall be null and void, and shall be a material breach of the Agreement. Subject to the foregoing provisions, the Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of parties hereto.
- B. <u>Severability</u>. The invalidity or unenforceability of any provision of the Agreement shall not affect validity or enforceability of any other provision of the Agreement, and the remainder shall be construed and enforced as if the invalid or unenforceable provision were never included in the Agreement. The parties agree to reform the Agreement to replace any such provision with a valid provision that comes as close as possible to the intent of the invalid or unenforceable provision.
- C. <u>Liability of Agents and Employees.</u> No official, officer, agent, or employee of the City shall be charged personally or held contractually liable by or to the other party under the terms or provisions of the Agreement or because of any breach thereof or because of its or their execution or attempted execution.
- D. <u>Headings.</u> The articles, sections, subsections and headings contained in the Agreement are used only to facilitate reference, and in no way define or limit the scope or intent of any of the provisions of the Agreement.
- E. <u>Jurisdiction and Venue.</u> The Agreement is governed by the laws of Texas without regard to conflicts of laws principles. Any disputes relating to the Agreement must be resolved in accordance with the laws of Texas. Venue of any action brought concerning the Agreement shall be proper and lie exclusively in Travis County, Texas.
- F. Non-Waiver of Rights. No waiver of default by either party of any terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept and observed by the other party.
- G. Entire Agreement. The Agreement, together with its exhibits and attachments, contains the entire understanding and agreement between the parties hereto with respect to the terms of Tenant's usage of STS and Telephone Equipment. Although the Agreement may have been substantially drafted by one party, it is the intent of the both parties that all provisions be construed in a manner that is fair to both parties; interpreting no provision more strictly against one party than the other. It is further understood and agreed by Tenant that the City and its agents have made no representations or promises with respect to the Agreement, except as expressly set forth herein, and that no claim or liability or cause for termination shall be asserted by Tenant against the City, and the City shall not be liable by reason of the breach of any representations or promises not expressly stated in the Agreement. The City and Tenant are the only parties to the Agreement and as such are the only parties to enforce its terms. Nothing in the Agreement gives, or shall be construed to give or provide, any benefit, direct or indirect, to third parties unless a third party is expressly described as an intended beneficiary of its terms.



Austin-Bergstrom International Airport

SHARED TENANT SERVICES (STS)

Tenant Telecom Services/Equipment Request

CONTACT INFORMATION			
Tenant:	Click to enter Company Name.		
Tenant Contact Name:	Click to enter Name of Contact Person.		
Contact Phone:	Click to enter text.		
Contact Email:	Click to enter text.		
Local Address:	Click to enter text.		
REQUEST DETAIL	REQUEST DETAIL Type of Request: *REQUIRED* Click here to enter Type.		
Location(s)-Building Name/#	Click to enter text.		
Room Number(s):	Click to enter text.		
Location – Building/Room #:	Click to enter text.		
Attached Floorplan:	Click to enter text.		
Activation/Deactivation Date:	Click to enter a Requested Date.		
Are the requested services in an area within your lease agreement:			
If No, are the requested services within an area currently under a sub-lease to another Tenant?			
If under a sub-lease, who is the	tenant's Landlord: Click to enter text.		
If requesting deactivation of services, please provide the following information *:			
Extension(s): Click to enter text.	Type of phone(s): Click to enter text.		
* Telephone equipment not returned at the time of deactivation will be billed to the customer.			
TELECOM SERVICES REQUESTED			
 ☐ Level 1: Full Service ☐ Include Voicemail All telephone and data services are provided on a rental basis. It shall include installation, training, service and maintenance. 			
☐ Level 2: Switched Local Service Only telephone services will be provided and delivered to the tenant location(s). The tenant will provide telephones.			
Data network services will be delivered from Building 7335 to the tenant site(s). The tenant will provide all telephone services			



30.

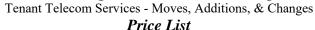
31.

32.

33.

34.

Austin-Bergstrom International Airport





Description **Monthly Price Installation Price Stations (Full Service)** \$12.71 \$80.00 Analog Fax or Modem Port 1. 2. Analog Single Line Telephone \$13.31 \$80.00 Digital Set w/display, 16 buttons (D-term) 3. \$80.00 \$16.04 4. Digital Set w/display, 32 button \$17.44 \$80.00 5. Cordless D-term \$17.71 \$80.00 Voice Point Conference Room Telephone \$80.00 6. \$18.54 **ABIA Provided Dedicated Services** 7. Dedicated Line – 1FB non-switched (TW-9000s) \$15.04 \$80.00 Special Circuits/Switched Network Services 8. Analog Business Line/Trunk or 2 wire circuit \$16.47 \$80.00 4 Wire Circuit (Frame Relay, ISDN, BRI) \$80.00 9. \$30.47 10. Digital T-1 Circuit (DS-1) \$33.19 207.00 Horizontal / Inside Cabling Single CAT6 (less than 150') \$350.00 11. N/A 12. Dual CAT6 (less than 150') N/A \$500.00 Quad CAT6 (less than 150') \$750.00 13. N/A Single CAT6 (150' or greater) N/A \$450.00 14. 15. \$700.00 Dual CAT6 (150' or greater) N/A Quad CAT6 (150' or greater) 16. N/A \$1,10.00 Fiber SM/MM 17. Fiber SM/MM per strand \$80.00 \$80.00 **Labor Rates** Minimum Billing (1hr normal business hours) \$90.00 18. N/A 19. Overtime (per hour other than normal business hours) N/A \$120.00 20. Cabling Technician (1hr normal business hours) N/A \$36.50 21. Cabling Technician- Overtime N/A \$42.50 **Programming Charges** 22. Software changes -- name displays, forwards, voicemail N/A \$25.00 during normal business hours, (per hour) N/A 23. Voicemail tree (per hour, normal business hours) N/A \$151.00 **Supplies Purchase Price** Headset N/A \$75.00 24. 25. Replacement Telephone Clip N/A \$5.00 Replacement 2-Line Splitter N/A \$5.00 26. 27. N/A Replacement Single Line Phone \$36.00 28. Replacement D-term 16 Button Digital Phone N/A \$214.00 \$303.00 29. Replacement D-term 32 Button Digital Phone N/A

N/A

N/A

\$100.00

\$100.00

\$75.00

\$536.00

0.00

N/A

N/A

0.00

Replacement Cordless D-term 16 Button Digital Phone

Telecommunication Room Space Rates

Wall Space (10RU Equivalent Minimum)

Quarter Rack Space (10RU Minimum)

FIDS services per monitor/month

Domestic Long Distance Rates

International Long Distance Rates

Vary according to country- available upon request **External / Building Entrance Cable Charges**

Intercontinental U.S.A.

Quote will be provided

BryComm Quote

Listed below is contact information for ISPs that currently have facilities at ABIA. Other ISPs may also be able to provide service.

Century Link (Level 3 Communications, LLC.) (800)-829-0420 AT&T Small Business Solution Center (800)-499-7928

The Austin-Bergstrom International Airport Tenant identified below hereby applies for Shared Tenant Services and requests the City of Austin Department of Aviation to provide and install the Telephone Equipment designed below. In making this application, the Tenant agrees to comply with the City of Austin, Department of Aviation, Shared Tenant Services Terms of Use in effect from time to time, including without limitation, to pay to the City for service and Telephone Equipment provided to Tenant, in accordance with the City's Shared Tenant Service Fee Schedule. The person signing this Application on behalf of Tenant, warrants that he or she has been duly authorized and empowered to order services and to bind the Tenant, and that the information below is true and correct.

Submitted By Authorized Representative

- All services delivered to communications minimum point of entry and only upon receipt of an authorized signature.
- An authorized signature is from a representative with the authority to add billable items to an account as well as authorize payment of such items.

Name (Primary):	Click to enter an Authorized Person with authority to add billable items to account.	
Signature:		
Title:	Click to enter title of Authorized Person.	
Phone:	Click to enter text.	
Email:	Click to enter text.	
Date:	Click enter a date.	
Name (Secondary):	Click to enter an Authorized Person with authority to add billable items to account.	
Signature:		
Title:	Click to enter title of Authorized Person.	
Phone:	Click to enter text.	
Email:	Click to enter text.	
Date:	Click enter a date.	

RETURN THIS FORM TO:

Airport Property Management Austin-Bergstrom International Airport 3600 Presidential Boulevard, Suite 411 Austin, Texas 78719

Email: ABIA.Property@austintexas.gov



Austin-Bergstrom International Airport Tenant Telecom Services Information Systems Division



Long Distance Carrier / Designation

For long distance calls, you must designate a carrier:				
☐ Option 1 : ABIA can provide long distance service through the Airport's contracted provider. A monthly invoice will be provided including recurring phone charges and a call detail for long distance calls.				
☐ Option 2 : If you choose an alternative long distance carrier, you are responsible for notifying your carrier of your assigned extensions. Please provide the carrier name and the Primary Interexchange Carrier (P.I.C.) Code, if choosing this option:				
Long Distance Carrier:				
P.I.C. Code:				
If you have not designated an alternative carrier above with the requested information, you will be assigned the Airport's contracted provider*.				
Tenant Company Name:				
Tenant Authorized Signature: Date:				
*Tenant acknowledges that the City is not a long distance telephone service provider. In no event shall the City be liable for any act or omission by the Airport's contracted carrier, any interruptions of long distance service, or any failure of the contracted carrier to comply with its tariff or long distance service obligations to Tenant.				



Austin-Bergstrom International Airport

City of Austin – Department of Aviation Finance Division – Accounts Receivable

Telephone Services Client Data Sheet

Company Name				
Physical Address:	City:	State:	Zip:	
Billing Address	City	StateZip_		
E-Mail Address				
Type of Business				
Disadvantaged Business Enterprise? Yes _	No			
Federal Tax ID #				
Tax Exempt? YesNo	If tax exempt, you must	provide certificate of ex-	emption.	
P.I.C. Code:				
	Contact Informat	ion		
	NDED 10			
Contact Person	Title			
Phone: () - Fax: () -			
E-Mail Address				
Contact Authorizing PaymentsTitle				
Phone: () - Fax: () -			
E-Mail Address				
Telecom-A/P Contact	Ti	itle		
Phone: () - Fax: () -			
E-Mail Address				

NOTE:

DAYS OLD.

- Service may be discontinued for non-payment of bills.
- Termination of services requires a request form to deactivate existing services. Customer is liable for all charges incurred if no such form is submitted.

CHARGES WILL BE ASESSED IN THE AMOUNT OF 1.5% PER MONTH FOR BILLS GREATER THAN 30

MONTHLY BILLS WILL BE INVOICED ON THE 20TH OF THE FOLLOWING MONTH. FINANCE

<u>Exhibit C</u> – Price Sheet for Centralized Receiving and Distribution Management Services Contract

- A. **For Specified Services.** Contractor shall be compensated for the performance of the Specified Services identified in the Scope of Work for the Centralized Receiving and Distribution Management Services of this Agreement.
 - 1. <u>Operational Services</u>: The City of Austin Aviation Department shall pay Contractor per the following monthly fee schedule:

a.	During the period for Contract Year No. 1 , the City of Austin – Aviation Department shall pay the Contractor the following payment of:		
	\$	per month;	
b.	During the period for Contract Year No. 2 , the City of Austin – Aviation Department shall pay the Contractor the following payment of:		
	\$	per month;	
C.	. During the period for Contract Year No. 3 , the City of Austin – Aviation Department shall pay the Contractor the following payment of:		
	\$	per month;	
d.	 During the period for Contract Year No. 4, the City of Austin – Aviation Department shall pay the Contractor the following payment of: 		
	\$	per month;	
e.	During the period for Contract Year No. 5 , the City of Austin – Aviation Department shall pay the Contractor the following payment of:		
	\$	per month;	
	Total compensation for all five (5) years:	:\$	

B. **For Additional Services.** Contractor's compensation for Additional Services shall be as mutually agreed to by the Parties prior to Contractor providing Additional Services.



ADDENDUM CITY OF AUSTIN, TEXAS REQUEST FOR PROPOSALS

CENTRALIZED RECEIVING & DISTRIBUTION MANAGEMENT SERVICES

Solicitation: RFP 8100 MMO3002 Addendum No: 1 Date of Addendum: January 29, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

1. Questions and Answers:

- (Q1) Is a branch office considered local?
- (A1) If the branch office has been located within the corporate city limits for the past five years, it is considered "local" for the purposes of evaluating local presence. Reference the Solicitation's Section 0605 for further details on Local Presence.
- (Q2) Do disabled veteran subcontractors count towards the Service Disabled Veterans Business Enterprise (SDVBE) preference points?
- (A2) A subcontracted disabled veteran does not qualify for the SDVBE preference points. The three points are awarded to prime contractors who meet the criteria outlined in the Solicitation's Section 0830.
- (Q3) If a vendor decides to subcontract a portion of the work and follows the instructions outlined in the Solicitation's Sections 0900 and 0905, does the vendor get extra points?
- (A3) No, there are not any evaluation points associated with subcontracting. The only evaluated criteria are those listed in the Solicitation's Section 0600.
- (Q4) When does ABIA anticipate having a newly constructed Centralized Receiving and Distribution Center facility available for the contractor's use?
- (A4) The completion date for a new Centralized Receiving and Distribution Center facility is not yet known, though it will likely be a few years away.
- (Q5) What are the rental/leasing rates for the current location and neighboring suite of the Centralized Receiving and Distribution Center operations?
- (A5) The current base rate for the lease of the current operation at 9501 Cargo Ave, Suite 500 is \$7.80 per square foot per month. The operating expense for 9501 Cargo Ave, Suite 500 is \$3.36 per square foot per month. The space is 10,000 square feet. The rates for this space are subject to adjustments in accordance with lease provisions and there is no guarantee that the rates listed herein will be the rates during the Contract term. The neighboring suite adjacent to the current operations at 9501 Cargo Ave, Suite 500 is not currently vacant therefore, lease pricing and information cannot be provided at this time.
- The Pre-Offer Conference Sign-In Sheet is attached.
- 3. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

ACKNOWLEDGED BY:

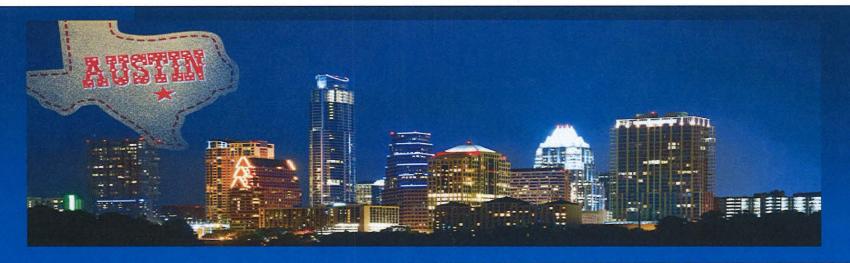
BRUCE (CHI)

Authorized Signature

Date

RETURN A COPY OF THIS ADDENDUM

to the Purchasing Office, City of Austin, Texas with your response.
Failure to do so may constitute grounds for rejection.





Bradford Airport Logistics

Proposal Response to City of Austin, Texas

for
Centralized Receiving and Distribution Management Services

Solicitation Number RFP 8100 MM03002

SECTION TWO AUTHORIZED NEGOTIATOR

The authorized negotiator for this contract is Bruce Class, VP Sales and Marketing. He has been in this position at Bradford for past 16 years, and has been the primary negotiator with AUS and the City for the original contract and its subsequent amendments.

His contact information is:

Mail Address:
Bruce Class
VP Sales and Marketing
Bradford Airport Logistics
720 North Post Oak Road, STE 450
Houston, TX 77024

Cell: 832 483-9838

Email: bclass@bradford-corp.com

SECTION THREE EXECUTIVE SUMMARY, HISTORY and DIFFERNTIATORS

Bradford Airport Logistics (BAL) was formed 18 years ago to <u>exclusively focus</u> on the management of Centralized Receiving and Distribution Centers (CRDC). This priority still remains the organization's <u>core and only</u> business. Our CRDC management experience encompasses 17 airport contracts (mega, large, medium, and small airports), major hub airports, airports going through extraordinary expansion programs, largest CRDC in the world (LHR), and category "X" security airports. Attachment 3A-1 further details our history of innovation and excellence.

Bradford has achieved a <u>100% contract renewal rate</u> since our inception. Three important reasons for this fantastic achievement are our ability to: (i) deliver operational excellence, (ii) demonstrate a growth journey of being a proactive and flexible industry problem-solver for "Helping Airports Run Great!" (iii) possessing an incredible work culture so that our team shows up amazingly for customers. Our organization is considered an expert on airport logistics matters, and actively participates at major industry conferences.

Bradford further offers a proven, highly acclaimed, and legendary in-house developed airport infrastructure logistics solution and material management system (Airport Material Intelligence System − AMIS™) - designed just for an airport Centralized Receiving and Distribution Center. Through the diverse capabilities of AMIS™, BAL is able to deliver the <u>only totally-integrated</u>, <u>real-time and technology-driven</u> airport logistics management and distribution solution encompassing the entire airport terminal complex and the CRDC. Our technology does the hard work of measuring, scheduling, tracking, controlling and evaluating data and operations.

With our professional team of inhouse programmers who are constantly innovating and customizing AMIS™ in a collaborative effort with our industry partners, BAL is now deploying version 9.5 of AMIS™ compared to 5.5 at time of our current AUS contract award in 2013. Our technology and software enhancement efforts have been unwavering to AUS and the industry. Exacting and ever-improving standards for productivity have been the results of our investments into smart business operations for airports.

Here are a few of Bradford's unparalleled airport industry differentiators and benefits being delivered to our airport partners including the AUS airport community.

1. AUS Airport Terminal/Stakeholder Expertise including High Performance Scores: For the past 5 years BAL has successfully performed AUS CRDC services. Our AUS team members: (i) totally understand the scope of services ii) hold close relationships with suppliers, concessionaires, regulatory, and the airport (iii) know-how to show-up amazingly for the AUS airport community. Our average performance score based on independent 3^{rd'} party consulting studies have been very strong - averaging 4.73 out of a scale of 5.

Furthermore, BAL is totally familiar with the airport's layout, operations, relationships and processes which are necessary to perform optimization of services on an equitable basis for all AUS stakeholders. Flexibility, consistency of service and innovation is further supported by BAL's AMIS™ system, as both system code and processes, have been <u>customized to meet the specific requirements of AUS stakeholders</u>. BAL remains fully committed and engaged as an operating extension of the AUS management team — assuming our vital assignments, responsibilities and goals always as if we were direct AUS hires.

- 2. Highly Experienced Management Team that AUS CAN Count On: Our seasoned management team, both locally at the AUS branch and in our Houston corporate headquarters, are dedicated to their execution oversight responsibilities by ensuring that the timing and quality of all services are exceptional. The local management team possesses over 30 years of airport/logistics expertise. Plus, Bradford's Corporate Headquarters is located in Houston, Texas a short distance from Austin where the senior management team possesses a wealth of experience more than 150 years of airport/logistics knowledge. This entire team regularly supports the AUS operation including our Founder and CEO who actively participates in the business bringing immediate resolution to issues at the very top of the organization.
- 3. Track Record of Being Able to Successfully Support Hyper Airport Growth: We introduced the CRDC concept to AUS and its stakeholders including implementing the first CRDC. Bradford played a vital role in supporting the airport's huge, multi-year expansion and was instrumental in helping concession revenue being generated through critical logistical support. Our CRDC also facilitated the airport from not having to build additional lower level back-of-house concession infrastructure. Through our technology capabilities of consolidation and timing as well as working closely with the concessionaires, we brought about the critical change to clean-up the lower level hallways from being a storage area, fire and safety hazard. We even went the extra mile to volunteer a portion of our CRDC facility to help DNC diminish their storage needs. BAL rolled-out a comprehensive sustainability program including yellow grease, cardboard, pallet and food recycling back to the community.
- **4.** AMIS™ Technology Enables High Performance: AMIS™ establishes tight checks & balances between our technology, logistics processes, material characteristics, facility requirements and goods handling activities. BAL's AMIS™ system was further designed with the ability to capture, measure and report on the exact performance of every aspect of our operation and business in real-time. Therefore, the numerous types of handling criteria and performance requirements at AUS are programmed into AMIS™ so that conditional notification parameters and automatic operational/security alerts are established for vital control, active prevention of failure, and tight accountability for ever-exceeding standards and control measures. This capability to monitor quality, service, operations, and security-related enhancements for our stakeholders are limitless.
- 5. Active Leader in the Design, Build and Operate CRDC Facilities including the World's First Leeds Gold: In addition to Bradford's vast knowledge and experience level operating CRDC's, our organization has also assembled a team of industry experts specially for airport CRDC development from conception through build architect, engineers and construction contractor. In fact, Bradford now has the ability to bring the essential funds to the airport for the project, and even taking ownership to the building or working in a Public Private Partnership (3P) venture with the airport.

Bradford has been an active contributor in the design of 19 airport CRDC's including back-of-house logistics infrastructure as well as conducting 44 airport logistics consulting studies. Our San Diego CRDC was the first CRDC/warehouse type of facility to be certified as Leeds Gold. Our team understands environmentally friendly builds and BAL personally understands how to maintain the Leeds Gold status in the day-to-day operation. Furthermore, Bradford's pioneering efforts have been able turn the CRDC into a central recycling center.

6. Electronic Data Management/Process Control/Communication Capabilities: AMIS[™] software is able to take an infinite amount of data, analyze it and manage it (dock schedules, supplier delivery needs, tenants "just-in-time" delivery wishes, airline flight schedules, gate operations, etc) to produce processes and schedules that create a

very disciplined, well-organized and invisible service, which result in the efficient command and control over the entire logistics processes to optimize services. It also enables authorized users to gain immediate transparency to real-time operations, and historical data through the AMIS™ Extranet portal. These documents are available seamlessly by our customers and are searchable by any relating information about the product, shipment or its vendor. It has been so useful on many occasions that BAL retains all of the shipping and receiving related documents electronically for all transaction since the inception of our AUS contract.

- 7. Frontline of Enhancing Security: BAL is the aviation industry leader in secured airport terminal logistics. Our unrivaled AMIS™ system maximizes "command and control" over suppliers, deliveries and material. AMIS™ utilizes an integrated and layered "Threat-Based-Security-Measures" (TBSM™) including a secure interface for Law Enforcement data searches. Embedded in AMIS™ logic are 62 proprietary security processes including all of the major ideologies associated with "Known Freight and Shipper Standards". Bradford also offers the only "Positive Parcel Confirmation Process" (PPCP™) in the world establishing UPS/FedEx type parcels as "known freight" before delivery to their ultimate location. BAL also introduced the "Virtual Material Secure Delivery Tunnel" (VMSDT™) to ensure tight security from the loading dock to the terminal unit without the need for secondary screening. BAL even performs 100% x-ray of all concession goods for all terminals at LHR. Our security processes exceed present-day security requirements and set a platform for the development/advancement of ongoing and future standards.
- 8. Real-Time Command & Control: Bradford's systems operate in "Real-Time" (exact location, user interaction, precise material and historical records) to track, monitor and control every box, case, tote, skid, container (together with returns) as material migrates throughout the airport terminal complex. It is real-time command and control of material for efficient and effective logistics management. In 18 years Bradford possesses a 100% compliance record associated with handling food stuffs in accordance with the FDA's Hazard Analysis and Critical Control Point (HACCP) standards. AMIS™ tracks every item by user and their interactions, location with date and time stamps/logs every move of product in real time. Furthermore, advances in AMIS™ have synchronized with security video feeds such that inquiries with any specific shipment, LS handling material, or BWID™ (warehouse item tracking number) can be punched in and all of the video feeds relating to that item are instantly displayed.
- 9. Cost Avoidance Model: Bradford has developed a scalable model that is efficiency-driven. Our scalability has been demonstrated with our ability to handle without staff increases and added cost: (i) the major terminal expansion (ii) double digit passenger growth (iii) large volume increases in the AUS concessions program (iv) being able to deal with the facility restraints caused by this growth. Our AMIS™ system will further afford AUS with future-proofing cost-avoidance opportunities from the dramatic growth being projected over the next 5 years as well as from operations and security requirements currently being required at other airports but currently not imposed at AUS. BAL intends to continue to assist AUS to do "More with Less" over time. In addition, Bradford will enhance revenue generating efforts through customer support and operations excellence.

Any organization can push boxes, even use limited technology. BAL's AMIS[™] offers technological superiority, airport-only focus, control mechanisms and time-proven experience in partnering ever-advancing solutions to problems within the aviation industry. These aspects are particularly essential for Austin Bergstrom International Airport, its complexity and continued growth. Bradford and its AMIS[™] System is an established solution affording reliability, maximizing quality and delivering leadership experience unparalleled in our aviation industry sector.

ATTCHMENT 3A-1 BRADFORD'S CORPORATE HISTORY KEY EVENTS

Bradford has influenced the airport industry during its pioneering history of innovation and growth over the past 18 years. Some key firsts, awards, and developments that highlight Bradford's accomplishments are:

2001 Implements the first Technology Driven CRDC in the world at the new large DTW McNamara terminal. 2005 Awarded MSP CRDC contract which proved repeatability at a world class airport with existing infrastructure. MSP and DTW were the first two Category "X" CRDC's in the U.S. 2005 2009 Develops and implements the precursor to the TSA Known Shipper Program. Our CLE operation is the first offsite CRDC to be declared SIDA by TSA. 2010 2011 Awarded ACI airport sustainability award for North America. 2011 BAL's SAN CRDC was declared the first LEED Gold CRDC/Warehouse in the world. 2011 Innovates the Virtual Secure Material Delivery Tunnel (VSMDT). (enabling tight security transport controls from CRDC to terminal) 2012 Awarded London Heathrow LHR CRDC and Oversight of T5 & T2 Checkpoints (first BAL contract outside US – world's largest, most complex, and highest security CRDC BAL performing 100% x-ray of all materials) 2015 BAL receives first perfect CRDC RFP score at Tampa International Airport (TPA) in industry. 2016 BAL's recognized as LHR "Suppliers of the Year" (one of five recipients - LHR largest worksite in England). Awarded first CRDC contract at a small airport - Greenville-Spartanburg (GSP). 2016 2017 BAL adds ISO 9001 certification to its quality accreditations. 2018 BAL recognized as "Heathrow Employer of the Year" for 2017.

Note: Bradford has pioneered 38 industry firsts associated with CRDC logistics operations at airports. Many have been featured in industry publications and are highly acclaimed.

SECTION FOUR BUSINESS ORGANIZATION

Bradford Airport Logistics, LTD. 720 North post Oak Rd., STE 450 Houston, TX 77024

Our branch office located at the airport in Austin, Texas will continue to perform this work.

Our organization is a Limited Partnership.

SECTION FIVE PROPOSED SOLUTION

Bradford takes no exceptions to the work scope contained in Section 0500. Bradford is very familiar with the CRDC service requirements as our organization has been performing the service since 2013 and understand the RFP.

5a. MEETING SCOPE OF WORK

The narrative contained in Sections 5a1 – 5a4 highlights why Bradford is uniquely positioned and qualified to manage the AUS CRDC. Plus, these are major differentiators that separate Bradford from other logistics organizations. In Sections 5b – 5g Bradford will demonstrate in great depth as to how it plans to manage the day-to-day AUS CRDC in order to deliver operational excellence that exceeds AUS' desired work scope.

(1) Approach to Operational Oversight (Command and Control): At the arterial heart for managing and controlling "all aspects" of the CRDC operation is Bradford's proprietary in-house developed enterprise technology and material management information system - Airport Material Intelligence System (AMIS™). AMIS™ helps determine staffing, equipment needs, and operational processes including real-time accountability checks and balances every step-of-the-way including every touchpoint down to the specific location, activity, individual, and time.

Thus, AMIS™ enables ultra-tight command and control over the entire operation ensuring the seamless tracking and timing of all inbound vendor deliveries as well as the vetting, consolidation, and synchronized delivery of all outbound goods to the tenants. The system also enables immediate access to historical records retained since the inception of the business 18 years ago.

AMIS™ will measure and validate on a minute-by-minute basis all operational aspects, individual performance, and will send-out conditional notifications alerts to our team to warn of a potential issue well before an adverse impact can occur. AMIS™ will integrate the entire airport logistics supply-chain, airport itself, tenant user community, and regulatory agencies. All goods destined anywhere within the airport terminal complex are managed and tracked in real-time from time of arrival at the CRDC.

BAL strongly believes that service issues should be immediately brought to the customer's attention for timely resolution. Transparency is part of building trust and garnering great relationships with customers - **disclosing the** "brutal hard facts of the business" will make us perform better. BAL systems and processes ensure <u>proactive</u> communication with customers, not waiting for the customer to bring the issue to us.

Besides real-time command and control of the operation, all of the operational policies, processes, and rules for the business are embedded and codified with version control numbers into AMIS™. This information is used to develop extensive SOP's to govern the command, control, and requirements of the operation.

(2) Approach to Staffing and Equipment: Based on our in-depth expertise gained in 18 years of solely operating airport receiving and distribution centers (17 contracts), vast amount of data collection through our live airport operations of various sizes including AUS for the past 5 years, and 44 airport logistics consulting studies.... it is now a

science to know exactly how long it takes in labor minutes to perform each task and the precise amount of equipment and facility requirements in a BAL managed CRDC operation. In addition, we also believe that it is important to give the employees the needed resources to perform the job, so we will be procuring brand new transport, material handling, and IT equipment for the new agreement, as well as upgrading the facility (Refer to Tab 5e and Tab 8).

Hiring Philosophy

Our recruitment and interview process demand the attraction of the best possible candidates and it is very extensive. Attracting employees is a crucial component for developing a stable, responsible, and capable team. Even though our hiring procedures are extremely well thought-out, the execution of an effective recruiting campaign requires specific experiences from professionals.

Therefore, BAL has partnered with the largest PEO (Professional Employment Organization) in the United States – Insperity for comprehensive Human Resources (HR) support. The Insperity partnership was developed from the very first deployment of BAL in 2000. This partnership has proven its value over the past 18 years by being an integral part of BAL HR activities (Recruiting, Health Insurance & HR compliance).

Insperity will rate the candidates per a BAL devised Candidate Evaluation Process (CEP) along with sending over their various assessment tests given the candidate. BAL's management team then conducts internal interviews with the candidates (multiple management team members participate as a hiring team). The BAL hiring team for a CRDC facility operation consists of the local Facility Manager (FM) supported by the supervisory team, our Co-CEO and various key executives who rotate serving on the Hiring Team. There are also two to three senior executive staff members from the corporate office (CEO/Co-CEO/VP SALES & Marketing) who serve on the Values Interview team for any and all management/supervisory hires. During the hiring process, we interview to ensure that there is a "Culture Fit" and "Core Values Fit".

REQUIRED QALIFICATIONS - CULTURE FIT

In addition to an employee candidate meeting key skill and experience criteria of a given job description, it is equally important that there is also a strong <u>culture fit</u>. Without a culture fit, a candidate will not be hired. We believe in a relentlessly Positive Attitude and a Servant's Heart. Each position is evaluated to find the specific 8 value characteristics (traits) from a list of 250+ for that

BAL's DNA for a Great Place to Work

- 1. CULTURE OF CARING Respect
- 2. FUN & ENGAGING Pride
- 3. INVOVEMENT IN CHANGE Credibility
- 4. DEVELOP FROM WITHIN Fairness
- 5. RECOGNIZE AND CELEBRATE SUCCESS Camaraderie
- 6. LEAD THE INDUSTRY Trust

specific job/role. We then evaluate the perceived risk of those key characteristics for that candidate. Each of the 8 traits sought are categorized as easy to train, moderately difficult to train, or very difficult/impossible to train. The Value Interviews team evaluated the risk of the candidate and submits their result to the hiring team for their consideration. The ultimate hire decision rests with the hiring manager on the hiring team. However, accepting a candidate with a high-risk who faltered would result in that hiring manager having to make corrective impact for the employee rather that dismissing them as we made the decision to hire knowing all the risks. Our culture-based hiring process is a best practice within our aviation industry.

REQUIRED QALIFICATIONS - CORE VALUES FIT

In everything that we do at Bradford, it evolves around our Core Values. When making decisions, we always do

the right thing while being "True Blue" to our Core Values. Our Core Values serve as our guidepost for all team members when making decisions that affect our business actions and relationships. Our <u>employees must demonstrate through their actions</u>, behaviors that promote our Core Values. These Core Values serve as a daily reminder of how we strive to treat colleagues, stakeholders, and each and every customer.

Each and every employee hired and trained, irrespective of title or role in the company, is treated as a leader.

In fact, we refer to our Logistics Specialists as our "line-level-leaders". Unlike most organizations that adhere to the leader-follower management philosophy, Bradford believes in the notion of leadership at all levels of the business. In fact, our line-level-leaders are the highest regarded employees in the company. Notwithstanding our CEO and Co-CEO sit at the bottom of our upside-down organization pyramid and everyone above them in title sits below our line-level leadership humbly serving our line-level team members in supporting them in their role as the field ambassadors to our customers. Our company culture in this regard has had a significant influence on attracting hyper-



capable talent as well as fostering commitment in our company purpose. The net result is a happier, more engaged team members and reduced turnover.

Most employees are excited about working for a growing company where their training and skills, so they have the ability for career advancement. Our employees want to own their important work responsibilities, be challenged within guidelines, and recognized for amazing contributions. Bradford drives these cultural behaviors and are the by-product of our commitment to people is are amazing intangible recruiting benefits through being the market leader who is driven by innovation in an industry centered towards our unique solution and see the outstanding operational excellence being driven by a great company culture.

Promotion Philosophy and Employee Incentives

We are further able to retain employees through our commitment to Creating a Great Place to Work. In 2017 we were named the Employer of the Year for London Heathrow. Our DNA for the development of a great company culture is listed to the right. Furthering those efforts are our Employee Development Programs initiated to promote, recognize, and foster Exceptional Employee Customer Service and Teamwork.

In addition to BAL's extensive training programs and technology that enable our employees to perform their work as Conscious Leaders (early founding commercial member of Conscious Capitalism), the following programs also motivate and engage team members to understand and embrace: the Higher Purpose of our Business, focus on creating Value for our Customers, and help Harmonize the Interests of Stakeholders.

✓ Goody-2-Shoes: program from our employees to make a difference in our communities and charities (there are many community involvement volunteer initiatives).

- ✓ Service Excellence Coins: Provided to key stakeholders and airport management) each year to in-turn provide to an individual employee for above and beyond contribution to our customers.
- ✓ Lunch with the CEO: opportunity for the best performing team member at each facility to have a one-on-one lunch and communication interchange with the CEO during his periodic facility visits.
- ✓ Silver Swoosh Award: our top annual recognition award associated with the team member who goes the extra-mile to create fanatical raving fans.
- ✓ Shepard Award & International Exchange Opportunity: allows a recognized line-level-leader the opportunity to visit an international facility in an exchange with another Shepard award winner.
- ✓ Superstar Deployment Bench: a program that allows employees to prequalify for potential new deployment opportunities and develop preferential promotion paths for taking on new assignments.
- ✓ SWAT Team: recognized top subject matter team member experts in various activities of the business that can be called upon to either support remotely or directly 1-2-1 with another employee(s) who is (are) having difficulties within the subject matter focus.
- ✓ Thank You Thursdays: provides recognition to fellow team members for elevating a colleague and is instrumental in attaining an attitude of gratitude among our team members.
- ✓ Bradford Olympics: an annual event started in 2018 that has representatives from each facility participating in a decathlon of material logistics where one facility each year become the Olympic GOLD Facility of the year.
- ✓ Courage for Safety: given to employee(s) that proactively drive a safe workplace environment.
- ✓ LS Ambassador Program: trains and certifies our unique customer interaction methods and practices.

Bradford celebrates our team member as heroes for our customers! Our commitment to our People is vital to our continued success. Our jobs have become increasingly more enjoyable for our teammates, professional in execution to our customers, and noticed by our stakeholder interactions. It is by focusing on our purpose, mission, and core values and leveraging these to attract the best who, in turn, volunteer to elevate our culture as a valued member of a caring and dedicated team of experts "Helping Airports Run Great"!

(3) Approach to Managing the Business: Most Importantly, almost all decisions in our Company when adopting operating policies and hiring employee centers around our Purpose, our Mission and our Core Values. BAL's Purpose, Mission, and Values are at the forefront of every aspect of the business, and enable all of our efforts to move forward together on a solid foundation that builds harmony, success, and growth in cooperation with all airport stakeholders. The framework for the creation of operating policies begins with the end in mind and must have strict adherence not only to the acute activity we are attempting to perfect; but moreover, the policy must align completely with our Company culture mantras and guiding principles.

Our purpose is simply stated.... We "Help Airports Run Great!" Every member of our team is intensely committed to the success of our local airport, our traveling passenger's experience, and elevating our aviation industry through ownership, stewardship, and pride in what we do in living our purpose through our actions. Every step we take is with this overriding influence of direction and intent. We like to say that we "lift where we stand" or each of us can elevate the lives of those around us no matter where we are and no matter what we are doing.

All staff is sought-out for, hired-by, and trained-to understand our core values and their deep heritage to Bradford's success with our customer partners. Employees learn to know and respect these core values, and to use them to make policies and the resulting decisions that impact daily activities as well as those decisions that direct the organization's future. This does not happen by accident or chance.

These core values drive our "Relentless Innovation", "Burning Passion for Excellence", and "Unwavering Commitment" to show up amazingly for our airport partners working in a collaborative effort. The end result of our focus activities has become the main catalyst for turning positively-engaged customers and stakeholders alike into fanatic fans of what and how we do what we do for airports.

Our Logistics Specialist (LS) is commonly referred to as our line-level leadership and are supported in a special way by our management leadership team. We have adopted a servant-leadership approach "to make our Employees successful, so they can show-up amazing for our Customers". Without our devoted employee team members, BAL could not have achieved its leadership role within the domestic and global aviation airport industry.

(4) Approach to Quality Control (Proactive Minute-by-Minute QC and Oversight to Live Operations Within AMIS™ System) - Bradford is an ISO 9001:2015 standard certified company. Our quality policy and objectives are relevant to BAL's organizational goals and the expectations and needs of our customers. These concepts have been communicated to all employees and integrated into Bradford's culture.

Our operating philosophy insists that "prevention is a far better method than reaction to problems, particularly those repetitive in nature". Simply put, working on repetitive and preventable problems over-and-over is extremely costly to the organization and results in quality issues associated with operational excellence for our customers. Imagine a system where almost every operational defect that could occur would warn you of an anomaly before an operational failure occurred.

At the center of our Quality Control effort for being able to help <u>prevent anomalies</u> is our intelligent *Airport Material Intelligence System (AMIS™)* infrastructure management system that brings high visibility to the entire operation in real-time for optimum command and control, and operational excellence. **AMIS™** is designed to trap anomalies and affords corrective measures to be taken... to help prevent failures rather than reacting to them in front of the customer".

Our overall Quality Program consists of Quality Assurance (the testing of our systems through audits and evaluations) and Quality Control (the management of operational anomalies and process control). QA Assurance happens monthly through on-going facility audits and process investigations that occur when system anomalies

with a high likelihood of reoccurrence is detected after a Quality Control issue is evaluated. QC is evaluated on a minute by minute basis utilizing system automations to maintain high reliability and process compliance.

There are numerous accountability checks and balances that are explicitly "built into" AMIS™ overseeing every operational task. AMIS™ will measure and validate on a <u>minute-by-minute</u> basis all operational aspects, individual performance, and will send-out <u>conditional notifications alerts</u> to our team well before a failure can occur. AMIS™ will perform trend analysis, KPI reporting, and benchmarking in support of identifying and preventing anomalies. Plus, we utilize Operational Briefing Boards (in view of all) and Daily Employee Performance Scores.

AMIS^{™™} Conditional Notifications Monitor Operational Performance

- > KEY AMIS™ CONDITIONAL NOTIFICATION OPERATIONS CONTROL AREAS
 - VENDOR ARRIVAL & PERFORMANCE TBSM™ (Threat Based Security Measures)
 - PUTAWAY & TEMPERATURE COMPLIANCE MATERIAL LOADING & PLANNING
 - MATERIAL DELIVERIES
- > KEY AMIS™ CONDITIONAL NOTIFICATION CHARACTERISTICS OF SYSTEM
 - Notifications are triggered based on performance standards
 - Notifications occur automatically on a minute-by-minute basis
 - Notifications are displayed on Briefing Boards, Handhelds and by Text/e-Mail/Phone
 - Aging of material on-hand, volume of material by location, & temperature (i.e. chiller, freezer, out for-delivery, etc.) are among some of the key criteria for notifications
 - Timing performance of specific events based on pre-determined targets
 - Warnings precede failure notices with programmed timing to give sufficient time to recover
 - Internal failure events are set inside/below both regulatory & contractual failure metrics
 - Our internal performance trigger event levels consistently become tighter over-time -- ever increasing standards is our culture
 - All reported anomalies are logged; revealed on End of Day Operations Report
 - Individual accountability immediate feedback on performance

Plus, we utilize Operational Briefing Boards, Daily Employee Performance Scores, and an End of Day Reporting. AMIS™ maintains **High Visibility** and enables **Immediate Issue Resolution**. There are also Daily Staff Briefings and Debriefings. We strongly believe that service issues should be immediately brought to the customer's attention. Transparency is part of building trust and garnering great relationship with customers — **disclosing "brutal hard facts of the business" will make us perform better**. This ensures proactive customer communications, not waiting for the customer to bring the issue to our attention.

5b. SUPPLIER MANAGEMENT PLAN INCLUDING DELIVERY and DISTRIBUTION

(1) Supply Chain Processes and Efficiencies (AMIS™ TECHNOLOGY): Bradford manages a supply chain of more than 3,000 distinct airport suppliers (from small family owned businesses to large mainline distributors). In fact, Bradford's in-house programmers have even integrated our technology and airport infrastructure (Airport

Material Intelligence System - AMIS™) within the supply chain in an fashion that affords every entity the ability to meet the requirements for inbound goods to the CRDC. Bradford has been instrumental in developing infrastructures that support the ability for every size and type of supplier to seamlessly interface with the CRDC and AMIS™ in a manner that improves the airport supply chain and our ability to efficiently receive goods and coordinate consolidation of deliveries to tenants.

Our AMIS[™] system proactively helps support the intelligent and efficient management of inbound and outbound supply chain deliveries, provides key accountability metrics, and offers real-time performance monitoring and trend analysis to directly minimizing the number of performance issues from occurring within the supply chain. Through these interactions our programmers are able to <u>customize AMIS[™] allowing integration within the supply</u> chain to our customers' IT systems.

Gaining efficiencies from the supplier network at AUS has been accomplished by achieving three operational initiatives related to inbound goods: (i) Training and Certification of Suppliers with Rules and Requirements of the CRDC, (ii) Tracking and Performance Management and providing feedback to Suppliers on Progress of meeting Inbound Performance Requirements set forth for complaint deliveries, (iii) Being 100% ready for the compliant arrival and receipt of vendor goods to assist the vendor in a swift and well managed hand-off of inbound goods. Furthermore, we have been able to reduce delivery frequency through improved par ordering. The afore mentioned activities serve to uplift the performance of the vendors by eliminating defects and creating the right kind of ongoing commination with key suppliers to partner for our mutual success on behalf of the larger AUS airport tenant community.

(2) Managing Product: Proactive Supplier and Stakeholder Management (AMIS™ TECHNOLOGY): The foundation for Professional Product Management begins with how Bradford utilizes our technology to create a proactive supplier and stakeholder management program which requires developing extensive individual customer profiles and benchmarks for operating standards. The information gathered from individual retail-partner meetings are embedded into our AMIS™ system to support the intelligent management of inbound and outbound deliveries. This information enables us to create Key Accountability Metrics and offers real-time performance monitoring for trend analysis. These "customer profiles & benchmarks" within AMIS™ are a key aspect in our method for performing smart services that assist us in directly minimizing the number of performance issues from occurring. The Key Accountability Metrics are also part of our communications for performance to our stakeholders such as the tenants, suppliers, and the airport.

These Key Accountability Metrics further allows us to understand and improve our stakeholders' logistics needs at a very detailed and personalized level. Data obtained from these interactions are incorporated into the AMIS™ database. This information ultimately allows us to predict and ascertain customer material volumes, schedule "just-in-time" deliveries, and make relatively invisible highly coordinated deliveries to the end-user when and where it's needed. Through these interactions, our programmers are able to customize AMIS™ allowing integration within the vendor supply chain and their systems. The accumulated system profile creates the ability to meet our overall Key Performance Indicators (KPI's) such as Bradford's Delivered as Promised™ (DaP).

(3) Prior to Arrival: Advanced Scheduling Modules (AMIS™ TECHNOLOGY): We utilize the AMIS™ booking system module to schedule all inbound shipments in advance which allows for the effective coordination of all vendors on a regular basis that creates a "just-in-time, reduced invisibility and highly synchronized" deliveries to meet stakeholders' requirements. The manicured and continually system-adjusted inbound delivery schedule creates the framework for the consolidation and timed delivery of product according to the pre-defined DaP timing for each and every retail-partner. Bradford has the ability to reference a specific shipment within AMIS™ including exact time/exact dock of any inbound shipment from any vendor to the central facility, which is synced with enduser usage and timing needs for this product.

Several types of dock times are offered to approved-vendors based on their performance history in complying with scheduled dock times (as well as meeting inbound barcoding requirements and other established performance standards for operations and security protocols). Fully authorized vendors that are performing to standards (as measured by AMIS™ Vendor Management Module) can schedule renewable, reoccurring dock schedules. This type of dock time is a privilege and offers the vendor the most efficient interaction with the mandated security/logistics management requirements. Top performing vendors are continuously recognized and used as references for other vendors attempting to gain performance certification. Vendor Performance Management (VPM) and our ability to create vendor-partnerships within our supplier community to achieve our mutual success for the airport is a key component of the role of AMIS™ Advanced Scheduling Modules.

Once the suppliers are trained and see the benefits of operating on-time, the operations run like clockwork as suppliers meet dock times (+/- 30 minutes of schedule). BAL maintains the <u>highest performing vendor supplier program within the airport industry</u>, even in highly-congested large-city traffic conditions and in locations prone to inclement weather conditions. In all cases, we have discovered innovative ways to forecast traffic patterns, work collaboratively with vendors, and define procedures that resolve the difficult challenges of creating repeatability and resiliency in vendor arrival performance (as demonstrated by the measured KPI of 91% on-time vendor arrival performance in 2018).

(4) Prior to Arrival: Authorized Vendor / Shipper Process: Prior to arrival, our Known Shipper Program starts with ensuring that every Vendor and/or Shipper is known and authorized to: (1) Approach the Airport CRDC as an Authorized Vendor/Shipper (AVS), (2) The Authorized Vendor/Shipper (AVS) is Authorized to deliver certain goods for a particular Authorized Airport Tenant (AAT) (3) Authorization of vendors is obtained by utilizing Letters of Authorization in a 3-tier process.

When goods are attempted to be delivered to the CRDC, AMIS™ will verify during the Vendor Arrival Process if the Vendor is duly authorized to deliver by cross referencing data on the Tenant, Vendor, Driver, Truck and the Goods (use of **SSI barcodes** discussed later). Only those Authorized Vendor/Shipper (AVS) can deliver product to the CRDC, unless there is an emergency delivery that requires further measures to be taken to identify and clear the shipment. The information from the Letters of Authorization that were scanned into AMIS™ is actively managed by the AMIS™ system to ensure the timely renewal or termination of vendor authorizations. The system further allows us to classify and verify Vendors as a "KNOWN VENDOR" on a temporary, semi-permanent, and renewing permanent basis.

(5) Upon Arrival: Material Arrives Pre-Configured, Load Controlled and SSI Barcoded (AMIS™ TECHNOLOGY):
Barcodes are used to enhance security and enable an efficient inspection – receiving process. BAL is able to offer barcode compliance assistance to vendors of all sizes (small, medium and large) from the "mom & pop stores" to "mainline commercial giants, like Sysco". Vendors become barcode compliant by either utilizing a BAL provided "proprietary specification", BAL furnished "software template", or by contacting BAL's preferred supplier for "preprinted barcodes". BAL also has the ability to print barcodes on sight. The types of controls and processes described above enable almost all material to arrive properly barcoded and pre-configured for the cost efficient and effective handling within automated systems.

If material does not show-up with proper barcodes, BAL has the ability to create a barcode on site. The BAL printed barcode is considered a vendor material defect and will create appropriate follow-up activities to ensure future compliance to maintain high-efficiency standard for the operation as a whole. Therefore, all materials being handled and delivered by BAL will possess a barcode and a BAL-ID. The above process for anomaly-tracking and vendor-compliance creates a self-correcting and high-performing vendor barcode performance for all inbound product.

(6) Upon Arrival: Receiving of Goods (AMIS™ TECHNOLOGY): After all of the above steps just described have been verified, then receiving can begin with material being sorted by Bill of Lading (BOL) or Advanced Shipping Notification (ASN) for confirmation of receipt into AMIS™. The barcode templates provided by BAL in advance to the supplier furnish dock with information pertaining to: owner of record, ultimate destination, handling requirements, storage requirements, type of goods, and a referencing order number. Based on the Material Type Code (MTC) and the Material Sensitivity Class (MSC), the AMIS™ system will indicate when and how material will be handled. This information is contained within the AMIS™ material barcode. There are eight different material type requirements classifications:

A - Alcoholic Beverage

V - High Value Merchandise

D - Dry Goods

R - Refrigerated Goods

Z - Frozen Goods

L - Limited Life Goods

B – Bulky Goods

H - Hazardous and Dangerous Goods

There are four material sensitivity codes that accompanies all of the class of materials:

- Extremely Sensitive Exposure Limit (Fish & High –Sugar content Ice Cream)
- Sensitive Exposure Limit (i.e. Pastries)
- 3. Normal Exposure Limit i.e. as defined by HACCP and Health Standards)
- 4. No Exposure Limit (i.e. certain bottled beverages)

The Material Type Code and the Material Sensitivity Class is used to determine storage locations within the CRDC.

(7) Upon Arrival - Visual Security Inspection Process: Bradford has worked, over the years, closely with Airport Security as well as our local TSA regulatory professionals to establish current security protocols for how material is inspected. Both TSA and Airport Security have determined that we are fully-compliant with the requirements established in all current Security Directives. BAL has led the way for many of the latest Security Directives that now talk directly to the CRDC infrastructure and the mandatory requirement for validating these specific types of

goods. AUS has been way ahead of the industry and has been both future-proofed against unfunded mandates as well as interruptions of services and major process changes required by less prepared airports.

AMIS™ leverages a layered approach to security that includes both systems oversight, CCTV, as well as physical inspection protocols. We refer to the AMIS™ system checks as the Threat-Based Security Measures (TBSM™) module. The checks here allow for the physical checks to be more effective and provides a higher overall level of security. The physical inspection includes key elements including: TBSM™, Vendor Segregation, material manifest "Said to Contain" check, visual oversight of commercially packaged goods, and intrusive inspection of porous commercial goods and non-commercially packaged goods. BAL staff assigned to conduct inspection tasks are certified in the process. CCTV is also providing a live and forensic record for observing and recording the inspection activities and are integrated with the events of goods being registered within AMIS™ system. All persons and conducting the inspection and the goods that were inspected are recorded in AMIS™ for reporting compliance and regulatory record keeping. Totes, pallets, and other larger conveyances will be handled as required per 8/1 security directive and security processes in this response.

The visual inspection process is designed to look for tampering (exposed wires, leaks, content inconsistencies, seals alteration, or other irregularities), alteration (change of its intended purpose, out-of-place, and/or repackaged goods), suspicious items (prohibited, hazardous items or even ones that can look like one), and odors. Only after product has been inspected will it be moved the secure side of the facility. Any suspicious or irregularities will immediately stop the receiving of the material until it can be resolved by a supervisor. If necessary, Law Enforcement will be summoned. All issues and corrective actions taken to alleviate the issue are recorded in AMIS™ and reported to the TSA and law enforcement.

(8) Food Handling Processes: AMIS™ is a world-class system for managing foodstuffs and the required chill-chain for ensuring "Hazard Analysis and Critical Control Points" (HACCP) compliance. Bradford internal procedures ensure that put-away of food-stuffs are performed in a compliant fashion. Our system integrates into the CRDC facility design to maintain fully-compliant, temperature-monitored, zones that enable time-and-temperature limits for all goods to be logged. AMIS™ monitors in real-time all aspects of ensuring HACCP compliance.

Bradford is the largest CRDC volume manager of foodstuffs in the U.S. as well as globally. Surprisingly, given the volume BAL manages, in our **18-year history no violation has been levied against Bradford for any breach of health code or regulatory requirement by any governing agency**. Furthermore, our facilities have been continually highlighted by the same agencies for our best of class HACCP infrastructure and tracking capabilities. In fact, reporting available in AMIS™ extract for our customers are used to support their own internal/external HACCP audits to demonstrate strict compliance to chill-chain management of foodstuffs. The full history of the chill-chain of any item is available in AMIS™ at any moment.

BAL has integrated its AMIS™ system to track in real-time "Hazard Analysis and Critical Control Points" (HACCP) regulatory food safety inspection points during the entire logistics process with **built in warning fail-safe notifications and failure process-stop measures.** HACCP is a systematic preventive approach to food safety from biological, chemical, and physical hazards in production and handling of food that can cause product to be unsafe. Our internal built-in safety timing compliance standards for handling food product are 3 times higher than HACCP standards.

An invisible AMIS™ compliance-clock starts when inbound foodstuffs (temperature-sensitive material) are initially removed from the supplier's vehicle. Food stuffs will be screened for proper temperature. AMIS™ will send-out pre-established warning notifications when our internal time-temperature limits are close to being exceeded. This provides our team the ability to ensure we do not violate our internal standards. However, the regulatory standards are well beyond our internal standards and in this manner, BAL proactively avoids exceeding contractual or regulatory failures.

AMIS™ system sends warning notifications of potential event relating to sensitive material by e-mail to supervisor's pagers/phones, the team's electronic-briefing-board, and to the AMIS™ critical-ticker-display on supervisor workstations. Thus, failures to comply with compliance standards for put-away or goods being left out in ambient temperature conditions too long are eliminated. Our refrigerators and freezers have AMIS™ aware temperatures probes installed that are automatically logged digitally. AMIS™ sends warning notifications when temperatures begin to threaten our predefined internal threshold limits to temperature (well beyond any regulatory requirement). This provides assurances that material, while in our custody and control, are constantly being maintained at compliant temperatures. These temperatures are monitored by AMIS™ and the system sends out warning notifications by e-mail to supervisor's pagers/phones well before material ever fails compliance standards.

All warnings and failures of any type for food compliance handling irregularity including temperature are logged automatically by AMIS™. The detailed history of each item in real-time along with the user performing the function for compliance handling and temperature/exposure time is critically important to BAL and our customers. There is complete command, control and traceability. Our retail partners (tenants) have access to the Material Temperature Log (MTL) for every sensitive item that passes through our care. By accessing the internet, customers can access the MTL report meeting (and in all cases with Bradford). Our data capabilities support both voluntary and involuntary audits of food safety.

(9) Processes for Handling Alcohol and Duty Free:

Alcohol: BAL in cooperation with the AUS in our first contract created the license regime that has allowed to handle alcohol under the AUS's overall liquor license. When awarded the original contract, Bradford worked with the Texas Alcoholic Beverage Commission to gain their acceptance of our liquor handling processes for acting as a through-put agent on the suppliers' behalf. Working with both concessionaires and their vendors, we've scheduled the overwhelming majority of liquor deliveries on a single day of each week. Once the multiple vendor deliveries of various types of liquors are received, and our threat based security measures are passed, the liquor is then staged for delivery by each tenant's SLN. In this way Bradford is able to make one consolidated and timely delivery of liquor to each receiving Concessionaire location once per week. The process has been well adopted and can become a best practice for our AUS retail partners.

<u>Duty Free:</u> Due to the requirements related to bonding and customs declarations associated with duty-free material, separate procedures have been negotiated and established with all involved parties. BAL does not handle this material delivery independently, but meets and inspects the load at the dock, performing all of our standard Threat Based Security Measures. After the material has cleared receiving, BAL provides direct escort of

the vendor and their duty-free material to its intended duty-free shop destination. Bradford performs this activity up to five days per week.

At other airports BAL has also implemented significant special methods, controls, and safeguards to deal with duty-free products. Duty-free products arrive to the CRDC in sealed carts (serialized or cyber locked) under normal scheduling processes and advanced shipping notifications. In the presence of the duty-free agent, the sealed carts are opened, received, and security screened under the processes described in the security section. Then the material is immediately put back into the carts and resealed. If x-ray occurs, many times the sealed cart can go through the screening unit without having to look at each item or carton, depending upon packaging and specific contents. After duty free material is put back in the enclosed sealed delivery carts, it is either:

- Loaded onto the duty-free agents' truck, which is then escorted by BAL to its ultimate destination.
- Or, since the material is contained in serialized enclosed carts, then the carts are immediately loaded into a BAL truck for delivery to the end-user per our Virtual Secure Material Delivery Tunnel (VSMDT™) processes.

Furthermore, while the truck is at the dock being unloaded/loaded, as the material is going through the screening processes, and if material is on a BAL truck being delivered to the terminal... it is always being monitored by camera coverage and/or AMIS™. Failure to comply with compliance standards are monitored and reported within AMIS™.

(10) Processes for Special Product Handling and Cross-Dock Special Request Product: Through our detailed orientations with suppliers/concessionaires all other products requiring special handling will be entered into AMIS™ and then our system will alert us to the material type and its handling characteristics. Based on the Material Type Code and the Material Sensitivity Class, the AMIS™ system will indicate when and how material will be handled. This information is contained within the AMIS™ material barcode.

When notified of the immediate need for product (Hot Shot), it will be entered into and classified as a hot shot within AMIS™. This action red flags our receiving crew to immediately know it is a hot shot when the inbound truck arrives. When the shipment arrives and after receiving & security clearing the product, delivery to the tenant will occur one of two ways depending upon the criticality: (i) Adding the hot shot material to the very next truck going-out to make deliveries (remember that BAL operates continuous deliveries throughout the day), (ii) Or our supervisor/LS will put the material into our panel van and make an immediate delivery. Typically these are rare events and AMIS™ track these requests to ensure that the requests are acute and are not part of some larger systemic issue or adverse trend as Hot Shots can play havoc on a best laid daily operations plan. Please remember that in our operation this type of delivery is reduced by about 70% from a typical airport logistics operation.

Emergency services must be initiated by an authorized tenant representative. BAL maintains an emergency 24 call service and our management team will share their cell phone numbers with appropriate airport stakeholders. BAL's management team will come-in to handle the emergency or schedule staff for overtime, rearrange work assignments, or call-in staff for the emergency. This level of flexibility is mandatory to meet the real-world need for non-predictable demand cycles. When the shipment arrives and after receiving & security clearing the product,

it is delivered. Of course, such situations are highly coordinated with AUS, and tracked within AMIS™. Emergency service anomalies are reviewed by after-action reviews with the customer to reduce likelihood of reoccurrence.

(11) Upon Arrival - Putaway (AMIS™ TECHNOLOGY): Based upon the pre-prepared vendor barcodes, AMIS™ will verify that the material has gone through the vendor, arrivals, receiving, and inspection as per protocols and only then AMIS™ will system verify that an appropriate put-away location is identified for the type of product being handled (i.e. Ambient/Dry Goods, Refrigerated, Frozen, High-Value, Cross-Dock, or Parcels).

Any anomaly will be trapped by AMIS™ and notify the Logistic Specialist through an immediate notification via the handheld. AMIS™ will log the event and a Supervisor will receive automatic notification of the event and will be directed intelligently to intervene to resolve whatever the problem. The event is logged in certain cases an automated call-record is produced for further follow-up. In the event that sensitive food-stuffs is attempted to be stored in an incorrect location, the handheld scanner will notify the LS, log the event, and electronically apprise the on-duty supervisor of the error. This electronic notice will only occur when a storage error is made between dry and frozen or refrigerated areas and between the frozen and refrigerated areas of the CRDC.

In addition to the supplier barcode, a member of the receiving-team will affix a BAL-ID to the product (a unique license plate barcode) that remains with the product and is the link to every aspect about the material, its history on receipt, and the timing of all events associated with this item. The Bill of Lading (BOL) and other shipping manifests, each BAL-ID, and the vendor's barcode for that particular load will be scanned into AMIS™ (via an autofeed flatbed document scanner) for future reference by Law Enforcement, Operations, or the Tenant Owner of Record via the Secure AMIS™ WEB Extranet. Any anomalies with vendor barcodes are immediately and automatically reported by AMIS™.

Redundant "Material Receiving Stations" are utilized consisting of document scanners, workstations, barcode printers, and manifest printers for processing inbound freight prior to sending material to inspection and/or putaway. These systems are integrated components of AMIS™ and enable all inbound shipping documents to be converted to electronic documents within minutes of each shipment arrival.

Once material has been received, scanned, and identified for put-away, the goods are moved either into dry storage, refrigerator, freezer, or high value storage areas of the secure side of the facility. AMIS[™] tracks every item by user, location with date and time stamps – every move of product is logged instantly. The AMIS[™] system during put-away will verify that the location was appropriate for the type of product and notifies the user of any inconsistency.

(12) Refined Picking System (AMIS™ TECHNOLOGY): Our refined system will generate a pick list of items that can be loaded into the truck until full - based on the phase of delivery, the special needs of the customer, the terminal zone, and material that is in-house the longest. Next, any items for the same SLN (storage location number) will be picked for that load. After all similar SLN are picked, the next closest SLN on that route is selected for picking (always ensuring whole orders are never split).

As a delivery vehicle becomes available for delivery, the system will generate a pick list of items that can be loaded into the truck until full. This Delivery Plan will be populated based on the phase of delivery, the next available

vehicle, the special needs of the customer, the zone/node point, and the material that has in-house the longest. If there is still room available on the vehicle, AMIStm will call for any items for the same customer's Storage Location Number, or SLN, to be picked for that load. After all similar SLN's are picked, the next closest SLN on that route is selected for picking (always ensuring only whole orders are delivered). Multiple vendor material deliveries will always be completely consolidated for any particular tenant. The number of deliveries to any SLN (tenant storage location number) will be minimized.

These methods ensure not only that material is delivered in an equitable manner, but that multiple vendor material has been completely <u>consolidated</u> for a particular tenant. This minimizes the number of deliveries to any SLN (tenant storage location). The overall goal is to maximize efficiency by minimizing the frequency of deliveries while simultaneously limiting visibility to the travelling public. BAL also has developed processes to ensure that publications are replenished during low volume traffic periods.

(13) Delivery to Terminal (AMIS™ TECHNOLOGY): Outbound delivery requirements are developed by interviewing every customer and vendor. This helps us clearly understand each customer's individual demand, operating needs, and business requirements in a very personal way and as a way to reduce delivery frequency and visibility. Information is gathered and stored in AMIS™. Usually we can reduce the number of redundant repetitive deliveries by about 70% because of AMIS™ visibility, tracking, and par ordering capabilities, consolidation, and also by pro-actively dealing with the parties to take corrective measures to prevent re-occurrences.

This uploaded information in conjunction with AMIS™ capabilities is used to establish route plans, help determine node points to be delivered to, and delineate delivery frequency/timing. AMIS™ will produce system-enforced supplier inbound schedules and outbound delivery plans that enable us to meet each tenants' exact timing needs, maximize consolidation of suppliers' goods, reduce frequency of outbound deliveries, and minimize resource allocations. Key control levers are:

- (i) Control the timing of inbound & outbound material deliveries
- (ii) Consolidate appropriate materials to locations to specific promise-time windows
- (iii) Analyze "Customer Delivery Profiles" against current operating conditions

In remaining flexible to customer needs, BAL has emphasized delivery visibility into our operation control systems and practices. There are rules within AMIS™ for low/medium/high visibility locations. Medium/High Visibility area are restricted for delivery in defined windows to "minimize" customer visibility; most Low Visibility deliveries can be unrestricted for timing. AMIS™ can adjust instantaneously to optimize current conditions in the delivery process.

Material visibility (making material high-invisible to the travelling public but highly-visible in data to operations and law-enforcement) is a key component to creating a customer experience for the airport travelling public that is inviting to our retail offerings. Bradford has initiated discussion with key retail partners to continuous-improve our efforts in this regard. We aspire to create a tenant and CRDC committee to periodically present ideas to improve processes and offer solution opportunities internally as well as those that can be partnered on with the AUS to further our efforts to limit material goods movement activities to the travelling public.

(14) Delivered as Promised" (DaP) and Consolidation (AMIS™ TECHNOLOGY): Bradford coordinates closely with stakeholders to define desired "Delivered as Promised" (DaP) time windows (a customer inspired process) that balance customer needs, airport requirements, and passenger impacting events. All deliveries have both a preset Delivery Window (targeted time for a customer delivery) and a Promise Time for delivering goods. "DaP" includes the development of a predictive database for the timing of deliveries, truck route planning, and loading/delivery plans.

Our refined system will generate a pick list of items that can be loaded into the truck until full - based on the phase of delivery, the special needs of the customer, the terminal zone, and material that is in-house the longest. Next, any items for the same SLN (storage location number) will be picked for that load. After all similar SLN are picked, the next closest SLN on that route is selected for picking (always ensuring whole orders are never split).

As a delivery vehicle becomes available for delivery, the system will generate a pick list of items that can be loaded into the truck until full. This Delivery Plan will be populated based on the phase of delivery, the next available vehicle, the special needs of the customer, the zone/node point, and the material that has in-house the longest. If there is still room available on the vehicle, AMIStm will call for any items for the same customer's Storage Location Number, or SLN, to be picked for that load. After all similar SLN's are picked, the next closest SLN on that route is selected for picking (always ensuring that only whole orders are delivered). Multiple vendor's material deliveries will always be completely consolidated for any particular tenant. The number of deliveries to any SLN will be minimized.

These methods ensure not only that material is delivered in an equitable manner, but that multiple vendor material has been completely <u>consolidated</u> for a particular tenant. This minimizes the number of deliveries to any SLN (tenant storage location). The overall goal is to maximize efficiency by minimizing the frequency of deliveries while simultaneously limiting visibility to the travelling public. BAL also has developed processes to ensure that publications are replenished during low volume traffic periods.

During the delivery window, a computer-voice (or text) is being developed to provide specific information to the tenant advising when the shipment is leaving, where it's destined to, and the exact Promise Time for that delivery. The Tenants' designees will either acknowledge the message, reject the delivery (by phone or text), or BAL will call the manager if the system fails to make contact. Moreover, there is always a BAL individual who is available to talk to the customer. This time-tested process ensures strong tenant coordination handoff, and maximizes concessions' staff for selling and customer service, while minimizes wasted labor waiting on deliveries. We will always obtain an end-user signature upon delivery and/or a scan of the badge (or in some case a customer-initiated letter-on-file for a custom-process can exist).

(15) Material Movement Through Terminal (AMIS™ TECHNOLOGY): In addition to our cooperative ongoing effort to support the airport in limiting the visibility of material goods through route coordination and timing (AMIS™ technology); Bradford previously pioneered the AMTC (Airport Material Transport Carts) to be utilized where location of the timing of goods delivery created visibility to the public that was unavoidable. The AMTC were successfully deployed as a cooperative initiative and have been in service for several years. The carts prove to support a cleaner and more secure method for the delivery of bulk goods to tenants in an efficient manner.

The current AMTC's utilized at AUS when BAL makes deliveries within terminal public view areas have reduced unsightly hand-trucks, carts, dollies, and cages which were unsecured, unsightly, noisy, and unwieldy. Bradford is continuing its mission to become more efficient by uplifting the AMTC concept, and aspires to make the AMTC far more capable and even more pleasant to the travelling public. We believe that it is time for a complete redesign to a new standard, the **NextGen AMTC!** Please refer to Tab 8 for more information.

We envision airport carts of the future to leverage the technology we see today deployed in several other cuttingedge industries. These smart carts should provide advanced material security, safe/efficient transport, remote sensing, and reporting capabilities to assist us in our purpose to **Helping Airports Run Great!**

(16) How to Prevent Terminal Damage: The absolute golden rule around facility damage is to "treat our facility as if it is your own home". The culture and people hired, inspired, and developed by Bradford "learn about our Purpose, Vision, Mission, and Values and of their importance well before they are even hired". Our team "owns our environment" and is trained to be the "first to report when a problem is noticed"; our team is trained to report when it's noticed and to be first to report when we make a mistake. Our house means we need to be responsible for our actions. Bradford has developed this level of trust within our AUS community and we aspire to keep the airport beautiful.

We assume an active role in limiting damage to the shared facility and our primary dock areas of responsibility. AMIS™ affords the framework to inspect what we expect. The AMIS™ field safety/inspection module provides the ability to log anomalies within the facility with a time stamp. Therefore, AMIS™ provides quick feedback of changes in status and the proximity and frequency of our individuals in these areas. This allows for the immediate resolution of issues relating to facility damage and other matters such as safety compliance and the like. BAL should raise the red-flag of an issue before another organization is forced to report the matter. Conversely, when matters of this type are raised, we can provide quick data for analysis and immediate interviews for verification of facts relating to a matter. Overarching these system capabilities is our company culture around being an AUS partner and having pride in our airport home.

(17) Preventing Theft or Damage to Product: Our systems approach, process oversight design for material-handling, and use of barcode standards has led to ultra-secure and an industry-leading defect-free material handling performance processes. AMIS™ supports processes that assists staff to avoid careless mistakes that can cause service anomalies and be costly in terms of time and money to our customers during any phase of the operations. Bradford real-time tracking capabilities of product, custody and control oversight, temperature-exposure history, and on-line proof-of-delivery provide immediate e-notification of issues (via AMIS™ extranet and/or mobile devices) before they occur as well as solid capabilities for forensic data and CCTV analysis for the rare circumstances when an anomaly occurrence exists. These capabilities coupled with complete Bradford's culture around "ownership of anomalies" and "transparent reporting of our own defects" have created a proven system with high-reliability and trust around a process that leads the entire industry in the prevention of loss, damage and theft.

Supporting the ability to limit loss, damage, and theft requires specific knowledge about the type of goods being managed. There are several key aspects of our systems and process control that afford us the ability to achieve our industry leading results. Our vendor barcodes identify the class of goods, their associated sensitivity limits,

and the type of goods even before the material arrives. In other words, the system has immediate knowledge and can then support our users knowledge of how to handle, store, and treat various goods in a systematized fashion that supports the training and competencies of our team in a complimentary manner. The system oversight is instrumental in preventing common mishandling events that in many airports are on-going repeatable occurrences year-over-year. The few failures that have occurred over the years at AUS have been limited to one-offs that were immediately reported transparently, investigated immediately, the root-cause identified, and the system-support irreversible-corrective-actions put in place to prevent reoccurrences. We are proud of our record at AUS. The amount of damaged, lost and theft caused by Bradford over the past 5 years was a remarkably low .00015% associated with the total amount of items handled. Only \$5,472.43 has been paid-out in claims.

Specific training is performed for all product types and classes. For example, all products are barcoded by type of product, material handling requirement, and storage requirement class. Material handling requirement class (HRC) indicates the relative sensitivity of the product. A HRC of "1" (one) for a durable-goods product type means "Extremely Delicate" and a HRC "1" (one) for a food product type like sushi is "Extremely Perishable" and must be moved immediately (constant monitoring by AMIS™). The HRC code dictates the kind of handling required for a given type of good. Finally, the SRC or Storage Requirement Class tells us where to store a product. Putting frozen goods in the hot warehouse is as damaging as putting certain refrigerated goods in the freezer (as an example).

Moreover, additional accountability and ownership around container inspection at receiving ensures suppliers are meeting certain Bradford supported packaging requirements. This inspection activity assists our team in identifying anomalies that could contribute to downstream loss or damage events. Particular requirements assigned to a container type or product type (such as being shrink-wrapped in a compliant manner, seals appropriately for goods within a tote/box, stacking limits and/or stack configurations, etc.), helps eliminate damage and loss claims. Once at the dock our staff in contact with the product authorizes its acceptance, corrects anomalies, and logs non-conformities about that vendors performance into the AMIS™ system.

Periodic review of anomalies with vendors uplifts their performance, reduces non-conformities, and creates the foundation for creating great working partnerships with our vendors to limit loss, damage, and theft. The review of our vendor performance results also assists Bradford to focusing on where and when to support particular proper training and accountability of area of concern or improvement. In support of the training efforts, the AMIS™ system CCTV capabilities allows for the capture and playback of non-conformities as well as best-practices to illustrate that operational training activities are being performed properly. Bradford has, in partnership with the AUS, installed **extensive camera coverages** throughout the CRDC and as well on our delivery trucks which are monitored and audited periodically.

High dollar goods can be assigned to specially designed enclosed delivery carts with either a serialized seal and/or cyber lock. Material staging areas have owners assigned to them. Vehicle delivery crews have sole responsibility for the assigned merchandise they carry. Our command and control systems allow our users to own, be responsible for, and desire to be accountable for the mission of safeguarding the product in our care and custody.

Although product theft, loss, and damage frequently can be a significant issue at other airports, our preventive processes described herein and AMIS™ system controls help to eliminate loss, damage., and theft. It is important to mention that our extensive camera coverages have been instrumental in holding our employees accountable

as well as protecting us from improper and false claims – one of many significant reasons our industry-leading performance record for low loss, damage, and theft.

(18) Returns Handling: Inbound materials destined to the airport terminal complex are commonly accompanied with totes, racks, containers, and/or recyclables that eventually are returned through reverse logistics back to the CRDC. It is vital to know what items associated with inbound goods must be eventually removed in a managed way to ensure a safe and efficient operation.

Bradford has pioneered the development of automated AMIS™ functions to **track every type of return item** category in real-time from receipt into the airport until such items are collected back for return to a vendor, recycled, or reused. AMIS™ tracks the exact quantity of every loose SKID, KEG, BEER CASE, BREAD RACK, TOTE, CO2 canister, etc. that has entered the CRDC from receipt through its actual return from the terminal. Also, the source owner of record, vendor, and specifics about timing of such returns are all cross-referenced within AMIS™.

As material is received on the inbound shipment, return items are counted, barcoded, and logged into the AMIS™ system. As these return items are logged into AMIS™ a record of each and every return item associated with an inbound shipment becomes cross-referenced into the AMIS™ management database for the purpose of managing its removal from the secure side of the airport and eventually returned back to the exact appropriate vendor (in certain circumstances providing monetary credit back to the airport tenant/owner), recycler, or reused for service. Our real-time tracking capability also includes transfers between airside terminals (from scheduled pick-up, time of pick-up, while on truck in transit, and during end-user drop-off with sign-off).

Our AMIS™ system enables capacity limits for the accumulation of returns by concourse, storage location, or by tenant such that automated alerts advising when items have exceeded the accumulated maximum set quantity or if items have been in the field too long against acceptable levels. These system capabilities allow for proactive steps to prevent unsafe and/or unsightly build-up of returns material within the terminals.

AMIS™ triggers are set to alert our operations team to proactively manage the capture of returns by:

- System initiated reminders to tenants provide situational awareness that a store, office or location may be holding an excessive quantity of returns that should be made-ready for our next scheduled returns pickup.
- If the tenant does not put the return items into its appropriate location for pick-up, then a follow-up call will come from our supervisors to the customers' management team. A record of the outcome will be made to ensure all parties have the ability to hold each other accountable for the managed return process. AMIS™ highlights anomalies and poorly performing processes/organizations so appropriate irreversible corrective actions are taken.
- Eventually, if excess material volumes for returns continue to exceed maximum system set levels, our delivery teams go out "on safari" to clean-sweep an area to reset any data anomalies that from time to time can occur.

Within the CRDC, there exists a return area specifically designed to be both secure when being loaded with returns from the field and non-secure when return from supplier are being re-acquired (picked-up). Suppliers are required

to pick up returns when they make a delivery to prevent unsightly build-up at the CRDC. If and when defective, damaged, or end-of-life material (merchandise, equipment, and other "special event items"), rather than the usual type of return categories needs to be sent back, our system also has integrated processes that allow for real-time management of these types of reverse logistics goods.

Our system further enables a photograph of the item as it was picked-up to be stored within AMIS™. This import feature helps support our tenants in the event that the return item is lost by a 3rd party vendor or carrier in route to its return destination. AMIS™ integrates our tacking number with that of the outbound carrier to ease tracking for our customers.

(19) Handling Special Requests: BAL has developed the necessary relations and partnerships with the various airport AUS departments as well as airport constituents to effectively coordinate, communicate and secure appropriate approvals for products with special handling. Since inception of services, BAL has always gone out of its way to facilitate the logistics for special requests. An example is: during the TSA's screening system upgrades, both the TSA and their manufacture representative stated that BAL-AUS allows for some of the "best and well-coordinated" installations in the country.

Special requests usually require BAL to make considerable extra coordination efforts with numerous airport stakeholders including arranging the necessary security clearances. These types of operations usually involve coordinating out-of-the-ordinary factors that require a much greater knowledge about material characteristics, dimensions/weights, airport/facility restrictions, access points/lifting capabilities, special permitting, special handling equipment, abnormal escort by BAL, etc. It is quite common for BAL to have to coordinate pre-installation/handling meetings with new delivery agents, contractors/installers, manufacture representatives and outside regulatory agents in order to ensure that all vested parties have a clear understanding of expectations, necessary requirements and extra equipment requirements.

Bradford has a track record of never saying "no" when asked for assistance. If the request can be managed in a safe, secure and compliant manner —we will get it done. When issues demand special consideration, our mission is to be the resource to assist with the task at hand. BAL's daily operating philosophy is "We are the logistics solution at AUS". It is noteworthy that although we have incurred considerable extra cost handling special requests, we have never charged extra for handling these special projects.

Bradford has set-aside "Special Material Handing Days" with tenants and assorted ground delivery companies to ensure timely or "just-in-time" material handling in order to create a balanced total material handling plan. Whenever possible, non-recurring materials are scheduled for non-peak days and hours to create efficiencies. Bradford has also helped establish a preferred local courier services plan with authorization and approved drivers and known security requirements and expectations.

5c. COMMUNICATION PLAN for COODINATION of INFORMATION

There are a number of ways to maintain very personalized open lines of communications with our stakeholders to ensure operational excellence and innovation.

(1) AMIS[™] Real Time Transparency for Information: Our real-time AMIS[™] system and the quality controls built

into the system affords us the ability to support in a very microscopic way to access information, personal customer service programs and to quickly resolve complaints. Please remember that with a click of a button through the AMIS™ Extranet, authorized stakeholders can gain complete transparency to current live operations, a number of reports including End of Day Reports, trend analysis and historical information.

(2) Key Performance Indicators (KPI's): Our team's culture is accustomed to being measured and being tasked with active development of improving standards for our operations – not just meeting current KPI's. AMIS™ ability for high visibility to the entire operation makes this possible. Since we own all of the source code to AMIS™, our programmers can customize any type of report desired.

With that said, we would like to suggest the following other primary Key Performance Indicators (KPI'S) be used to evaluate the performance levels on a monthly basis:

- Delivery execution compliance Delivered as Promised (DaP)
- On time inbound vendor delivery compliance
- Material Incidents (Lost / Damaged / HACCP)
- Special requests status
- Security & Safety Compliance

KPI's are monitored and reported on through a defined governance process in a monthly report to the airport management team including all of the above areas being addressed and a narrative for review. Most importantly, the governance process aligns to the objectives of the AUS concessions management goals with that of our role in the airport's success.

(3) Communication Tools: We propose using each of the following tools and programs are being utilized with our stakeholders.

> Call Record Logged In AMIS With Automatic Follow-Up Until Closure

The Root Cause Failure (RCF) and Irreversible Corrective Action (ICA) Analysis...

Call Records are always created for service and equipment malfunctions, and/or special requests, critical interactions with customers, vendors, and the like. Call records are logged in AMIS™ on matters requiring our attention to follow-up or investigate for any of our customers or stakeholders in a personalized way. The record will stay open until the request has been closed to the satisfaction of the stakeholder. Of course, the timing and performance of the management of these calls are closely monitored and have performance standards associated with them.

If the call log involves a service failure (especially one when the severity of impact is high and/or the likelihood to reoccur is high), then a Root Cause Failure (RCF) must be performed. Our team will then analyze to discover the source of the problem so that an Irreversible Corrective Action (ICA) can be taken. The corrective action is embedded into the logic of the AMIS™ system so further stringent compliance standards are then followed, and so on. Our overall goal is to reduce the propensity for the recurrence of critical-impact or systemic-type issues.

The data collected by AMIS[™] can be shared with our tenant customers, contractual customers, vendor partners,

and our internal team (as events occur). If there is an area for improvement, even if the data is unfavorable, we share it in real time with the notion that all anomaly issues are resolved down to their root-cause-failure (RCF). Only after discovery of the source of the problem, can a real customer personal solution be put into place. RCF and ICA call records are monitored and audited by the facility Manager (FM), COO, and Director of Quality Assurance.

➤ <u>Regular Huddle Meetings with the Customer:</u> A call, meeting, or web-chat will occur with our customers on a regular basis to provide a recap of services and a download of granular operations execution activities. This is an opportunity to report on all anomalies and provides a heads-up on issues being resolved within the operation. We will provide an overview of the brutal-facts of what's going on — called the **GB&U** (**Good**, **Bad & the Ugly**). This meeting also allows the customer to share special requests.

It is customary to expect that if a critical issue was reviewed, it would have been reported in real-time as it occurred. It should also be assumed that any issues we present have already been completely thought-through in terms of opportunities for solution. The huddle is an opportunity to remove a great deal of chatter by giving the customer management team situation awareness of what is happening in the operation without the need for countless contacts on independent issues.

▶ <u>Lost Sheep / Angels Initiative:</u> The scale of benefit for the Lost Sheep/Angels initiative has transformed our customers into our strongest advocates. We convert Lost Sheep by taking the time to understand our customers' needs deeply, capture/communicate the temperament of the customer to the service team, and translate the understanding to value for the customers.

Invisibly to our customers, our team is required to rate our interactions and performance based on a number of key operational criteria at every touch point we make with a customer or stakeholder. Furthermore, at least twice per year (based on an in-depth survey they complete), we gather conventional feedback as well. The results of these scores are utilized in real-time to convey to our team the temperament of certain "less-than-completely-satisfied (LOST SHEEP)" customers and stakeholders that require special attention, or to have awareness in interacting with our "raving fanatic fans (ANGELS)".

Armed with the information to succeed in giving extra-attention to those who have not yet been converted to a raving fan, our team is committed to win them over - to convert all stakeholders to raving fans so they are willing to be a strong advocate and recommender of our customer-centric team.

Independent Customer Surveys to Evaluate Services Levels with Customers: At least annually we will conduct Customer Surveys by asking the Customer to take on-line and personal one-to-one surveys. We will develop Net Promoter Scores based on their feedback. Our Net Promotor Score for AUS has been 4.73 out 5 scoring system.

In AUS we have used an outside individual to perform this surveys – Yes Mam (Maureen McAlinden). She is a former long-term DTW Concession Manager who oversaw our contract but has since retired. She understands airport concessions programs, concessionaire needs, and a CRDC operation. She has annually met independently with almost all of our AUS stakeholders.

Most importantly, she will share the brutal hard facts with us (even if they are more perception related), because you cannot fix the issue unless disclosed. All visits and surveys require a formal written report and a joint conference call is held with the entire Senior Management Team to discuss. The local FM and our VP Quality Assurance team are responsible for immediately resolving open items / negative comments that are recorded.

▶ <u>Regional Senior Management Awareness, Accountability, & Intervention</u>: Bradford's Executive Management team will review summary operational data regularly from AUS operations. They live in the world of anomaly analysis — analyzing what is going very right and also not very right. Irrespective if the data indicators are operational, regulatory, staff, or contractually related — there are no elements of the operation that does not have system oversight to our regional management team. Situational awareness and transparency of performance is made simple and easy to acquire though our systems. Maintaining a pulse on the operation through examination of these notices are pre-indicators of potential trending issues well prior to becoming an impeding obstacle to meeting our goal for daily operational excellence.

▶ <u>Regional Internal Monthly Manager Meetings (MMR):</u> There is yet another planning and operational review meeting held monthly called the MMR (Monthly Managers Review), which may result in a senior level personal customer interface. This 3-day meeting is attended by all European Facility Managers (at a different location each month and by also participated by other facilities by net-meetings). Its purpose is to provide a compressive review of performance by all operations monthly and share best-practices, and to ensure that customer commitments are being met.

All of the intelligence gained from daily Huddles, De-Briefings, End-of-Day reviews, and Weekly-Tactical meetings are all rolled-up for cross-sharing and high-level planning to take place. Every aspect of our operation is reviewed in concise detail during the MMR, and our locations are also able to share their input to collaborate in a personal fashion on root-cause-failures (RCF) and opportunities to take irreversible-corrective-action (ICA) to initiate sustainable improvements.

The last day of the MMR is focused on Strategic Initiatives, which objectives are defined into Quarterly Rocks that are broken out into monthly milestones. Every quarter new Rocks are defined that read on the annual strategic goals. This strategic cycle is essential for fulfilling our Core Value commitment to improve faster than any other organization in our industry. The promise to our customer of continuing to do more with less requires a steadfast dedication to these practices that afford real innovation and efficiency development to take place.

5d. SAFETY and SECURITY PLAN

SITE and WORKFORCE SAFETY PLAN

Our 2018/2019 Safety Theme – "Courage for Safety" consisted of the rollout by facilities of our pledge for safety program that included several strategic initiatives including:

- Smith Diving Safety Program by All US Operations (completing this year)
- Implementation of Near Miss reporting in MMR's (through AMIS™ reporting module developed in UK)
- Creation of Monster Boards (where Known Safety Issues are posted and highlighted for the team to resolve)
- Anticipatory Safety Action Program (ASAP) {Potential Safety Hazards reporting by employees to management}
- Anticipatory Safety Proficiency Program (ASPP) {Enhanced training offered to gain Safety Proficiency}

- Anticipatory Quality Evaluation Program (AQEP) {Evaluation of ASAP, ASPP, and near Misses/Field Observations}

Bradford utilizes a comprehensive program consisting of a number of initiatives for site and workforce safety. These programs consist of extensive training programs (ASPP - 28 courses), Health & Safety Briefing Board, Monster Board, Toolbox Talks, Monthly Safety Meetings with KPI's, Potential Hazard Observations, Management Safety Walkabouts and Review of Video, Security – Safety Olympics, Thank You Thursday's, Sheppard Coin, and Bonus Criteria.

- (1) Training: Training employees in proper Health & Safety is instilled from the initial hire. Here are a few of the primary on-site classroom courses as well as hands-on work which deals with Health & Safety.
 - -Material Safety Data Sheets
 - -Hazardous Material Handling Review
 - -Material Handling Equipment
 - -Facility Systems Use
 - -Defensive Driving Program

- Emergency Action Plan (EAP)
- Accident Investigation Reporting and Simulation
- Transport Equipment
- Driver Training Manual
- AOA Driving

In addition, BAL maintains a series of "on-line" mandatory training programs consisting of a number of individual courses highly focused on safety, and the preventive skills that allow employees to stay safe and reduce workplace injuries for everybody. The system automatically loads the curriculum required, based on each employees' job title and function. Employees go on-line during scheduled training opportunities on their work shift, or at home.

<u>Management Training</u>: Job Hazard Analysis (1.0 hour), EU-OSHA 300 Record Keeping (1.5 hours), Accident Investigation Reporting (1.0 hour), Accident Investigation Simulation (I.5 hours)

Logistics Specialists & Management Training: Material Handling and Storage (2.0 hours), Back Safety (1.0 hour), Material Handling Equipment Safety (1.0 hour), Heat Stress (1.0 hour), Cold Stress (1.0 hour), Defensive Driving (1.0 hour), Defensive Driving Techniques (1.0 hour), Hazard Communication (1.0 hour), Material Safety Data Sheets Overview (1.0 hour), Emergency Action Response (1.0 hour), Portable Fire Extinguishers September (1.0 hour), Personal Protective Wear and Equipment Measures (2.0 hours), Workplace Security Awareness (1.0 hour) Ergonomics November (1.0 hour)

Our AMIS™ system enables us to automatically administer, monitor, and track the individual employee's progress against required courses, retraining activities, and extra learning. We can measure how current, compliant, and successful our workforce training is in real time. This tailored training schedule helps us insure employees are upto-date with regulatory required annual training; but also allows for them to develop other skills on-line. Customized training skills which they can use to enhance their effectiveness and advance their individual career goals.

(2) Health & Safety Briefing Board: An onsite real-time Health and Safety Briefing Board will be installed in view of all at the CRDC facility. It is in real-time and provides daily reporting of incidents, status, and required actions. It further provides performance tracking against KPI's. There are also helpful safety reminders and videos playing

in front of the workforce. There is an implementation of monthly safety themes.

- (3) Tool Box Talks: Our commitment to health and safety for all employees is further demonstrated by regular engagement with the operation via periodical toolbox talks at: shift employee briefs, morning management daily huddles to align the management team, and during Hall Town meetings with employees. This reinforces monthly safety themes.
- (4) Monthly Safety Meetings Including Pl's and Bonus Linked Criteria: Monthly on-site management review meetings along workforce participants in order to help create and maintain a higher profile and attention to health and safety within the entire team (from logistics specialist through management). These regular site safety committee meetings have helped to share best practice and promote partnership.
- (5) Potential Hazard Observations (PHO's): This formal Near Miss Reporting program has led to a better all-round awareness of the hazards that can lead to health and safety incidents at work, and therefore has a direct impact on our health and safety incident occurrences. The encouragement of near miss reporting has further reduced incidents. There is a 3-1 ratio between hazard-near miss reporting and actual incident occurrence. Each incident is followed-up with counselling and disciplinary action as required where unsafe behaviour has been identified.
- (6) Monthly Safety Observation and Management by Walkabout: Our entire management team regularly conduct walkabouts to observe safety habits including a review of CCTV coverage. This also help to prevent unsafe working methods and behaviours progressing to habit. Follow-up coaching via one-to-one meetings and email responses to provide feedback for those investigating incidents has proved beneficial.
- (7) Special Programs: We utilize special programs such as Security-Safety Olympics to reinforce health and safety reinforce behavioural safety in a fun manner. These programs further offer practical solutions, realistic responses, and preparedness for actual events. Thank-You-Thursday's and Shepherd Coin are peer recognition programs that help to identify and reward performance excellence in health and safety and ensure that colleagues take pride in their work and watch-out for the day-to-day well-being of themselves and their fellow workers.

SECURITY PLAN

Bradford possesses a <u>strong and deep-rooted TSA relationship</u> who considers our processes an *"industry best practice"*. In an email from Mike Keane, then TSA Aviation Division Director, Mr. Keane states:

"As we move forward with TSA's efforts to ensure that we secure entry into the secure areas of airports, I will continue to promote the best practices that I witnessed out in SAN and make sure that BAL gets the credit due. Also, I have spoken with Tina and as we continue our efforts to better integrate the industry into the aviation intelligence network and of course BAL will play a role in that."

The TSA has also offered to consider us for a much higher bi-lateral working cooperation level in the area of "Threat Intelligence".

BAL has implemented a security plan based on a layered Threat Based Security Measures used in conjunction with a comprehensive Known Shipper, Visual Inspection program, and X-ray / Trace Element Detection. BAL

currently operates at three Category "X" airports (Detroit Wayne County International Airport, Boston Logan and Minneapolis-St. Paul International Airport), as well as the very complex CRDC security program at LHR including 100% x-ray of all goods.

(1) Threat Based Security Measures (TBSM): Bradford's layered Threat-Based Security Measures (TBSM) supports the following:

- ✓ Eliminates anonymous deliveries to the airport
- ✓ Contains Known Shipper Measures (vendor, truck license, driver, material, & timing)
- ✓ Allows for traceability of shipment & its integrity
- ✓ Implements controlled access to the CRDC and its goods
- ✓ Uses a Virtual Secure Material Delivery Tunnel (VSMDT™) process from CRDC to terminal
- ✓ Leverages BAL's in-house technology, Airport Material Intelligence System (AMIS™), to manage, monitor, establish checks and balances every-step-of-the-way, and record information
- ✓ Requires the use of Bradford designed SSI Barcodes used by 100% of AUS vendors
- ✓ Allows for the 100% x-ray of all material including x-ray retention when adopted in the future (BAL currently operates 6 x-ray units and self-performs 100% x-ray on all concessions goods into all LHR terminals)

Our system further affords the capability to alter the screening standards deployed based on the threat profile of the vendor and other key factors in evaluation of security risk threat... and the appropriate mitigation of such. Due to the page limitation for this RFP submittal, our security protocols could not be described in more detail within this response, but if request Bradford is pleased to submit a much more all-inclusive document for review.

(2) Video Surveillance Oversight: The entire Bradford CDC facility and operations including truck transport are being recorded under either CCTV camera coverage or Mobile DVR on-board BAL's transport trucks. Our facility-based cameras are supported by Milestone XProtect and custom integrated with AMIS™. Every time an AMIS™ transactions is processed on a handheld computer (HHC) the video record is marked with a reference that can be called back by AMIS™. Bradford has the unique capability of tracking what cameras to call to be able to recall images from any ley data element within the AMIS™ database. This capability is critical in researching material movements, validating operational procedures, and supporting customer inquiries in real-time. We boast the ability to recall images both from our workstations, fixed monitoring stations, as well as from our mobile devices while on the move.

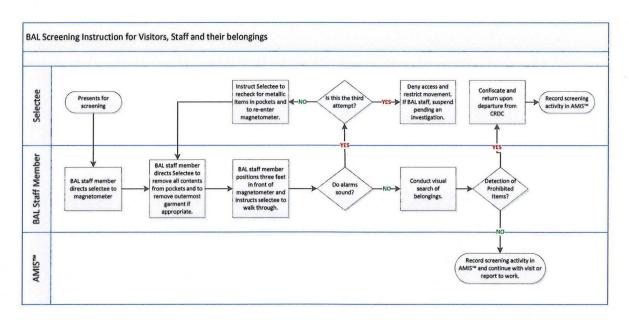
In addition to facility CCTV capabilities, AMIS™ Virtual Material Delivery Tunnel (VMDT) comprises digital video recorders (DVR) and cameras affording truck digital video capture. A typical Bradford truck includes 7 camera including a camera in the cargo bay with an interior IR emitter. Truck camera coverage includes driver activity monitoring (front and cab facing images). The driver payback displays speed, braking, and turn-signals for safe driving verification of our trucks. The trucks have 360-degree coverage abound the vehicle and remain operating for 30 minutes after a truck is shut-down. As stated, trucks are simultaneously monitored for speed, location, safe-operations; however, we also have geo-fence capabilities that have been incorporated in facilities (as is being proposed in the new AUS off-site facility) where the truck-route is monitored for deviation of the defined route. The truck camera systems have been instrumental in performing remote field inspections, quality assurance audits, and for incidents involving truck movements.

We have been the recipient of favorable comments relating to the deployment of integration of our access control systems to CCTV and AMIS™. Our typical facility tenant buildouts incorporate these integration features to both the access control system as well as AMIS™ for personal activity management. CCTV also provides oversight for the CRDC secure area including a final inspection airlock where vendor personnel are restricted.

With added space at the CRDC, BAL proposes more efficient and safer airlock only allows one door to open while the other is closed; this capability provides a permanent barrier to the secure are of the CRDC from the RIVA (receiving and verification inspection area). These areas are separated by a high security fencing to provide tight custody and control of sterile/secure material.

Our typical CRDC model also includes CCTV over the returns area that also comprises an airlock system so that when the supplier is picking-up returns that the other entry door to the secure side must be closed and locked prior to granted access. The video surveillance system is highly integrated to AMIS™ such that every material transaction is marked on the video record so that a video stream of the entire history of any item could be called up from the system with any designation characteristic for that material. The facility is also being monitored by a third party's security system to prevent unauthorized entry when not in use.

(3) Secured and Restricted Facility: Self-Security Inspection is performed on All Staff, Suppliers, and Visitors Entering the Secure Side of the CRDC. BAL took this initiative well before it was being adopted as a requirement by regulatory. All staff, suppliers, and visitors and their contents that enter the secure side of a BAL managed CRDC, must go through a metal detector, wanding, and, if necessary – a physical pat down and inspection inside purses, briefcases, and other materials being carried through our security checkpoint. Additionally, all suppliers and visitors are escorted. Only scheduled drivers and known individuals under escort can enter the receiving and inspection area of the facility (RIVA).



(4) Security Threat Management: Security investigation and awareness capabilities are embedded into AMIS[™] to help support the intelligent management of security threats and breach investigations. AMIS[™] establishes vigilant

monitoring (high-visibility and real-time) across the enterprise for leading indicators of threats/breaches - thus limiting the number and severity of security threats by imposing a higher standard of threat detection.

(5) Command and Control Processes (Industry Best Security Practice): AMIS™ enables critical systems oversight and adds layers of security rules enforcement capabilities in the form of our "Threat Based Security Measures (TBSM™)" module. AMIS™ TBSM™ consists of 62 proprietary security processes (built into the system), which includes all of the major ideologies associated with the "Known Shipper Program" - plus much more. The AMIS™ system database can be shared in real-time with local Law Enforcement and the TSA/Department of Homeland Security via a secure extranet connection to those who have a "need to know". These data bases contain real-time and forensic delivery, supplier, and driver information and we have retained AUS data records since inception of services for our security regulatory partners.

By leveraging our AMIS™ system "command and control" capabilities and "real-time visibility" to live operations, BAL's "Threat Based Security Measures" have evolved to consist of the following described approved security protocols. Many of these processes exceed current TSA standards and are setting the standard for future development of U.S. airport security.

AMIS™ also allows us to integrate the supply chain within CRDC operations for added "custody and control security protocols" by assimilating for retention within AMIS™ key delivery data and material characteristics "in advance" prior to the materials arrival at the dock. In addition, AMIS™ creates real-time accountability checks & balances over these processes every-step-of-the-way to enable operational excellence and compliance. Our current practices and operational procedures are in full-compliance with TSA standards. Furthermore, our Bradford AUS operation has been called out for exemplary compliance on several occasions by both the TSA and local AUS Police on more than one occasion for above and beyond compliance.

To not be repetitive in this section, <u>please refer to Section 5b (3-6) of this proposal response to examine our security processes associated with (i) Scheduled Dock Times (ii) Authorized Vendor/Shipper Processes, (iii) Pre-Configured Load Controlled Shipments with SSI Barcodes.</u>

(6) Upon Arrival: Known Shipper, Known Driver, Known Delivery & Known Vehicles (AMIS™ TECHNOLOGY): BAL's AMIS™ inbound-receiving process also ensures that every shipment is being validated to be made by a "KNOWN VENDOR" with a "KNOWN DRIVER/AGENT" using a "KNOWN VEHICLE" within the AMIS™ database. The AMIS™ system relies on a series of built-in checks performed upon arrival based on data kept update and on file through data acquired from various letters of authorization scanned into the system periodically. As material is received, our Logistics Specialists (LS's) verify the information as part of the Vendor Arrival process. If there are any information variances Bradford has a set of pre-defined measures that must be taken and resolved before the vendor can off-load materials at the dock. BAL has processes to verify variances. We track all irregularities within AMIS™ and we proactively work with the suppliers and tenants to review repeating events by identifying the Root-Cause-Failure (RCF) and defining an Irreversible Corrective Action (ICA) to resolve potential systemic issues in a permanent and proactive manner.

(7) Positive Parcel Confirmation Process (PPCP™): Working in conjunction with the parcel carriers, local law

enforcement, and TSA, a 15-point inspection process has also been developed to establish UPS / FedEx type parcels as "known freight" before delivery to the terminal. Our AMIS™ system will also directly link with the parcel carriers' computer systems. This helps to close-the-loop on one of the greatest threats to the industry (parcel deliveries within the terminal).

(8) Visual Inspection Process: To not be repetitive, this process has been described in Section 5b(7). Once material is screened, the material will be put-away into Bradford's secure/restricted side of the CRDC. The secured side of the facility is protected by high grade security fencing and every square foot of the facility is under CCTV camera coverage. The facility also contains a sophisticated access control system that monitors and records all entry points and office doors. The returns area has an airlock system so that when the supplier is picking-up returns that the other entry door to the secure side automatically closes and locks. The facility is also being monitored by a third party's security system when not in use.

(9) Virtual Secure Material Delivery Tunnel (VSMDT™): After material is inspected and received; it is put-away in a secure part of the RDC until distribution to terminal end-users. BAL's processes for transport of goods to the terminal (Virtual Secure Material Delivery Tunnel - VSMDT™) goes well beyond the standard industry security practice of a supervisor inspecting the material being loaded on the truck for tampering or any anomalies, and then sealing the truck when material leaves the RDC.

VSMDT[™] utilizes a seal which is serialized and/or cyber locked and linked back to the bill of lading. VSMDT[™] will also operate under strict schedules, trucks location tracking with geo-fencing capability, and video monitoring through AMIS[™]. The truck contains 8 infrared enabled cameras that monitor 360° around the truck (for security & operational safety), inside the cab (including video indicators of speed, turn signal use, and braking), and inside the cargo area. All of the images are recorded to a locked on-board DVR (digital video recorder) capable of recording approximately 4 weeks of data. Video can be accessed in real-time by supervisors and data can be stored remotely to meet longer retention needs.

First the truck goes through a full sided visible inspection and walk around that are not on the secure side of the airport. For vehicles that remain airside these MAY not need per trip re-inspection, although we should still conduct one daily as part of the full daily Vehicle Inspection. But for most of our locations, once a vehicle goes landside we will complete, and record, an additional vehicle inspection per trip. We believe these inspections should be completed by SIDA badged LS each time, with the appropriate checks/audits by management. Trucks will be secured when unattended on the airside, but will be re-inspected before further use.



Security Enhancements

Virtual Secure Material Delivery Tunnel - (Central Facility to Terminal)



We will always obtain a signature upon delivery to the end-user and/or a scan of the badge.

(9) Forensic Analysis and Quarantine Capabilities: In the event of a related threat, AMIS™ enables access to forensic data essential for investigation evidence gathering. AMIS™ provides immediate information about the inbound material custody-chain by performing validation data checks on drivers, suppliers, copies of vendor manifests, images of the material x-ray synced to the exact items, video footage of material movement in the facility as well as video from the trucks during transport to the terminal. By having immediate access to data pinpointing exactly where material is, who has been in contact with it, and for how long; AMIS™ provides the capability to "quarantine" those specific items with a button click (potentially avoiding a much larger/broader-scale or systemic airport closure/quarantine).

(10) Cyber Security Plan: In 18 years Bradford's systems have never been hacked into. Our Cyber Security Plan (i) incorporate industry best practices and standards when developing the security posture of the information system(s); (ii) develop a strong access control methodology that applies to the security principle of "least required access" to perform a given task.

Our cyber security program consists of the following best practices and control measures:

- Our development environment is separate from our production environment and our code is managed using Subversion Version Control.
- To ensure network security, our Web server is situated behind a Barracuda Firewall and its available to the internet via https using the Industry-standard 256-bit SSL/TLS encryption.
- We follow industry best practices to avoid against SQL Injection. We also have requirements for secure passwords like the length being longer than the industry standard with at least upper & lower case, numbers & letters and special character. These passcodes contain short expiration periods thereby forcing users to change passwords frequently. Passwords are stored after being hashed with salt.
- Our web applications have multiple layers of access control beginning with access levels based on job function, position and title within the organization. Every function has an access level associated with it thereby ensuring that only those with an access level or higher can access the function. Function are released to users on a need by need basis based on the task assigned to them within our application. When a function is accessed, the right to it is verified real time just in case access has been withdrawn. This ensures that no one can manipulate the system and gain access to something they are not authorized to have.
- We hash our URLs to prevent tinkering by the use.
- A Virtual Private Network (VPN) for remote access to the most sensitive data if remote access is required. It is further hardened by reducing the number of Internet Protocol (IP) addresses that can access it.
- Every page visited and every activity performed is logged in our system. This gives us the ability to track who did what at any given point.
- Notification of the latest software updates are sent to all IT personnel and the application of patches are done within 24hrs of availability.

All data is backed-up daily to our Data Center off site.

(11) Anomalies and Security Plan: Any anomalies in the operation are reported to AUS as a matter of protocol. Furthermore, advances in AMIS™ have increased functionality, not presently utilized in the current operation, such as: reporting on security anomalies with airlock inspections (not yet utilized at AUS), employee screening compliance, as well as prohibited items tracking for inbound approved items such as kitchen knives for F&B operations. In addition, BAL will submit a detailed Security Plan incorporating these process as well as other recommended security protocols, which after approval by AUS will be embedded into AMIS™ and our training processes/training records (also recorded and monitored in AMIS™).

(12) How Would X-ray be Handled: If this option is selected, we would propose utilizing Rapiscan 632XR, 200KV x-ray screening system with high resolution imaging that is TC and TSA air cargo certified. The unit also meets ISO standard 6780. The ability to capture the video image of the x-ray of every item along with the BWID associated

data has been integrated in AMIS[™] and tested extensively in our UK operations over the past 5 years. Tertiary testing of selected goods for screening that and random testing of non-selected goods is proposed to be tested by Trace Element detection methods utilizing the Smiths Ion Scan 600.

In order to ensure an effective x-ray screening process - only pallets and totes with congruous, non-liquid/plastic, and unfrozen product will be allowed to go through the unit in its original conveyance. Those types of items will go through the visual inspection process. Special focus for x-ray screening will be directed a porous commercial goods as well as totes and other high-touch inspection items to limit manual operation for such.

One or two LS will be used to load the product onto the x-ray unit from the RIVA area. There will be a third staff who screens the product who is certified. The screeners are rotated after 30 minutes of active viewing. Our technology will not allow the screener to spend more than 30 minutes of active viewing on the unit. There will be one or two LS to reload the product after the screening process is complete onto the conveyance being used to transport the material within the secure side of the facility. Product is only allowed into the secure area if it passes the screening inspection. If the goods do not pass the x-ray inspection, the product will be pulled-off the inspection line for further inspection in conjunction with a supervisor. If necessary, Law Enforcement will be summoned. All issues and corrective actions taken to alleviate the issue are recorded in AMISTM and reported to the TSA and law enforcement.

We can also implement a random x-ray screening program (suggested 50% of goods get screened). Random selection will be based on criteria such as: CPI/ Vendor screening history for frequency and anomalies, type and characteristic of product, TBSM (unscheduled, late / early arrivals, driver violations, material compliance violations, barcode issues), and a random algorithm formula. BAL also have the ability to use a Dimensionalizer with scale in conjunction with the x-ray unit which verifies the sizes, cubic feet, and weights of materials as another method to ensure the material is what it is supposed to be.

(13) Security Inspection Training Program: AMIS™ enables BAL to administer and track participant progress in the training process as well as provide reminders for re-training activities in real time. All courses include testing and course evaluation forms. Results are tracked within the AMIS™ Training module for evaluation.

BAL will use BAL Trainers, BAL Facility Managers, BAL Corporate Staff and Third-Party Training Resources as instructors for courses of the program. BAL will use a variety of techniques and venues to affect the Training Plan. These techniques will include classroom instruction using PowerPoint presentations, videos, Role-playing exercises, mock operations, and third-party instruction. Venues will include use of classroom environments, use of BAL-CRDC, use of BAL Handheld Devices (HHDs), use of desktop CPU in conjunction with AMIS™, and x-ray unit if the option to use is adopted.

5e. EQUIPMENT

- (1) Equipment: We are proposing to make a capital investment of \$1,087,000 in the AUS operation consisting of:
- (i) Upgrade the AMIS™ System (\$155,000)
- (ii) Replace the material handling equipment with new units (\$138,000)

- (III) Replace the grease recycling system with a new one (\$22,000)
- (iv) Existing Facility Upgrade (\$175,000) and Hopefully Expansion into the adjacent space being vacated (\$310,000)
- (v) Trucks (\$287,000) Since a new heavy-duty and highly customized truck was just purchased for the AUS operation just over one year ago and is in excellent condition, that truck will be retained. A second new truck which is environmentally friendly (Heavy Duty Electric Truck HDET), will be procured, and it is our intent to retain the other fully depreciated truck in the current operation as a third unit for back-up and emergency situations.

To no be repetitive in this proposal, a complete description of our vehicles and equipment are included in the answer to the question regarding equipment in Tab 8.

We can estimate with great reliability the useful life of our equipment because of the historical data from our live CRDC airport operations over the past 18 years. We evaluated the AUS current equipment condition, its remaining useful life (before high maintenance costs occur and equipment reliability decreases) in arriving at the above capital spend.

(2) Maintenance Plans and Replacements for Out-of-Service Equipment

Bradford factors into all of its equipment/system requirements the need to allow scheduled out-of-service time for preventive and regular maintenance as well as malfunctions that may occur from time-to-time. Our major (and minor) equipment and systems are sufficient both in architecture (planned redundancy), and capacity (measured throughput capability) to allow for anticipated & unanticipated system failures or outages.

Bradford has been able to conclude agreements with top-rated maintenance organizations at all of our locations including AUS. Bradford has successfully created "preferred supplier agreements" with local vendors to furnish fit-for-purpose equipment in case of a critical equipment failure. This comparable equipment is readily available, and a service level agreement would typically require the on-site delivery within one to two hours of our notice. Of course, we will try to finalize agreements with companies that are in close proximity to the airport and have known references for reliable and committed service performance.

When a piece of equipment (transport vehicle, material handling equipment, etc.) is out-of-service, scheduling of material handling activities is accordingly adjusted by AMIS[™]. Our track record demonstrates our ability to both manage *Planned Critical Equipment Outages* as well as have an Emergency Action Plan in place to manage and recover from an *Unplanned Loss of Critical Equipment*. Predicting operational risk scenarios for ensuring business continuity and building resiliency into the business without suffering interruption in services or causing significant disruption for our customer's businesses is a key focus for BAL.

(3) Technology Out of Service Plan: Service agreements are utilized with 3rd party entities to offer same-day and next day service for replacing or providing similar equipment substitutions. Plus, our IT experts troubleshoot and fix many of IT issues from Houston and London. At each onsite location including AUS, we have at least one team member who is very technology savvy and specially trained by our IT to be their local eyes, ears, and hands on the ground. Furthermore, all of our key systems have planned redundancy levels built into the operational design - leaving only facility-level catastrophic events to contend with. Due to standardization of equipment throughout our system, we also possess the ability to swap devices as an option to contend with a total facility loss.

5f. CRDC SCHEDULE and HOURS of OPERATION

We are in agreement with the new operating hours proposed by the airport.

M-F: 3:00 AM – 4 PM SA: 3:00 AM – 2:00 PM SU: 3:00 AM – 12:00 PM

Early morning receiving will start as presently provided with the majority of inbounds scheduled prior to 11 am. Newspapers, pastries and other items required by early store openings will be delivered first thing in the morning prior to the first flight banks. Then foodstuffs are distributed. Last to be distributed are retail goods.

Of course, the general guidelines above will be refined through our meeting with the concessionaires and other stakeholders to determine DaP timeframe windows. The associated requirement for inbound vendor deliveries will then be communicated with suppliers and concessionaires who perform offsite deliveries in order to produce a seamless and efficient overall material management plan.

The staff schedule is included in Attachment 5f-1.

5G. TRANSITION PLAN and TIMELINE for IMPLEMENTATION of SERVICES

Upon the favorable award of the contract, Bradford will immediately activate and authorize the Director of Deployments -DOD (Simon Galt) to order the equipment for the new contract. The two longest lead times are the electric truck and the NextGen AMTC material delivery carts (both prototypes are due early 2020). The other equipment will be scheduled for delivery 30 days prior to the start of our new contract.

If we are successful in obtaining the available adjacent space to the current CRDC from the airport, among the first order of business will be to define in detail the facility upgrades, identify the critical path items and finalize a plan including formalizing the necessary business requirements for the new Operations - Security Plan and the changes in AMIS™ setup and configurations. In addition, the DOD will engage our outside architectural design firm to finalize the plans for the tenant buildout coordination for the CRDC, such as the generator, and commence the necessary steps to draft, approve, and permit our tenant improvements necessary for Go-Live operations.

A Deployment Team for this transition will be assembled by Simon consisting of David Fitzgerald (CO-CEO), Joe DeBaun (COO), Ric Frievalt (VPQC), and Andrew Robichaux (Director of System Services) to formulate the necessary plans to ensure we transition to our new contract in a timely and well-coordinated manner. Plus, Benjamin Richter (Founder and CEO) will also be actively involved.

			BAL AUS CRE	OC Staffing			
	MON	TUE	WED	THU	FRI	SAT	SUN
JB	0700-1600	0700-1600	0700-1600	0700-1600	0700-1600	OFF	OFF
PATRICK	OFF	OFF	0400-1200	0400-1200	0400-1200	0300-1100	0300-1200
DEL	0430-1230	0430-1230	0430-1230	0430-1230	0430-1230	OFF	OFF
JOSH	0430-1230	0430-1230	0430-1230	0430-1230	0430-1230	OFF	OFF
SCOTTIE	0300-1100	0300-1100	0300-1100	0300-1100	0300-1100	OFF	OFF
KIRK	OFF	0430-1230	0430-1230	0430-1230	0430-1230	0600-1400	OFF
BRIAN	OFF	0430-1230	0430-1230	0430-1230	0430-1230	0430-1230	OFF
DOM	0700-1500	0700-1500	0700-1500	0700-1500	0700-1500	OFF	OFF
MIKE	OFF	0230-1030	OFF	0230-1030	0300-1100	0230-1030	0330-1030
MISHA	0700-1500	0700-1500	0700-1500	0700-1500	0700-1500	OFF	OFF
NEW LS	0430-1230	0430-1230	0430-1230	0430-1230	0430-1230	OFF	OFF
FM	OPEN/RCV	GREASE	AIRSIDE LEAD	PARCELS	ADJ SHIFT	0/т	NEW HIRE

SECTION SIX PROJECT MANAGEMENT STRUCTURE, TEAM and EXPRIENCE

6a. STAFFING and COMPOSITION

Our current AUS workforce consists 8 Logistics Specialist (including 1 lead), 1 Supervisor, 1 Facility Manager. In order to meet the increase in volume due to the new expansion and store openings, and the added large airline club, staff will be increased by 1 additional Logistics Specialist. We will also promote one existing staff to be a lead so there will be a total of two leads. Please remember that all staff are cross trained to perform all activities. We will perform all work inhouse except for the independent customer surveys and major maintenance on the equipment and facility.

6b. ORGANIZATION CHART & INTERFACES

Attachment 6b-1 provides a General Organization Chart. Responsibilities of our organizational team to AUS and the City are:

- Our local Facility Manager, Jeff Bondurant, will be the Single Point Contact and primary contact with Hope.
- Our VPQA, Ric Frievalt, will prepare all security and operation plans. The VPQA also conducts security and operational audits to ensure that processes are being followed.
- Our CEO and Founder, Benjamin Richter, has oversight for security-regulatory matters.
- Our COO, Joe Debaun, oversees JB and overall operations. In addition, our Co-CEO, David Fitzgerald, is also actively involved with operations and HR issues.
- Contractual and pricing matters will be discussed with our VP Sales & Marketing, Bruce Class.
- Billing and payments are handled by Steve Hennessey, Controller.
- All IT matters will be handled by our Director System Services, Andrew Robichaux.
- Simon Galt, Director Deployment, handles procurement and construction.

The entire Bradford executive team proactively participates in the governance of the AUS CRDC in order to ensure the operation is running smoothly, efficiently, and effectively.

6c. STAFFING PLAN & TRAINING PLAN

Staffing Plan: Please refer to Attachment 6c-1.

Training: Our AMIS™ system enables us to automatically administer, monitor, and track the individual employee's progress against required courses, retraining activities, and extra learning. We can measure how current, compliant, and successful our workforce training is in real time. This tailored training schedule helps us insure employees are up-to-date with regulatory required annual training; but also allows for them to develop other skills on-line. Customized training skills which they can use to enhance their effectiveness and advance their individual career goals.

Training employees in proper Health & Safety is instilled from the initial hire. Here are a few of the primary onsite classroom courses as well as hands-on work which deals with Health & Safety.

-Material Safety Data Sheets

-Emergency Action Plan (EAP)

-Hazardous Material Handling Review

-Material Handling Equipment

-Facility Systems Use

-Defensive Driving Program

-Accident Investigation Reporting and Simulation

-Transport Equipment

-Driver Training Manual

-AOA Driving

In addition, BAL maintains a series of "on-line" mandatory training programs consisting of a number of individual courses highly focused on safety, and the preventive skills that allow employees to stay safe and reduce workplace injuries for everybody. The system automatically loads the curriculum required, based on each employees' job title and function. Employees go on-line during scheduled training opportunities on their work shift, or at home.

<u>Management Training</u>: Job Hazard Analysis (1.0 hour), EU-OSHA 300 Record Keeping (1.5 hours), Accident Investigation Reporting (1.0 hour), Accident Investigation Simulation (I.5 hours)

Logistics Specialists & Management Training: Material Handling and Storage (2.0 hours), Back Safety (1.0 hour), Material Handling Equipment Safety (1.0 hour), Heat Stress (1.0 hour), Cold Stress (1.0 hour), Defensive Driving (1.0 hour), Defensive Driving Techniques (1.0 hour), Hazard Communication (1.0 hour), Material Safety Data Sheets Overview (1.0 hour), Emergency Action Response (1.0 hour), Portable Fire Extinguishers September (1.0 hour), Personal Protective Wear and Equipment Measures (2.0 hours), Workplace Security Awareness (1.0 hour), Ergonomics November (1.0 hour)

Our security training program consists of the following elements:

- BAL Workplace Security Awareness
- Threat Based Security Measures (TBSM) including all of the individual components of BAL's Known Shipper Program
- BAL RDC Material Receiving Inspection (6-Sided Inspection, look for tampering and seals alteration, out of place or repackaged goods, prohibited & hazardous items (even ones that can look like one), & odors
- Verification against Bill of Lading (BOL) and Advance Shipping Notice (ASN)
- Access Control and BAL Staff and Visitor Screening (supported with TSA orientation training materials)
- Incident Report Procedure (AMIS™ managed)
- BAL Processes for Maintaining Secure and Sterile Areas
- BAL Virtual Secure Material Delivery Tunnel
- BAL AUS Emergency Action Plan
- X-ray Training (Supported by TSA Training Program)

Each of the above modules are quite extensive and can be furnished on request.

X-RAY TRAINING:

If x-ray is required, training for the RDC X-ray Machine Operators will include:

- Machine operation
- Machine maintenance
- Anomaly detection and reaction,
- Notification process and triggering events

- Supervisory training for a material screening environment
- Documentation required in a material screening environment
 - Training Schedule (Initial, Monthly, Annually)
 - o Testing of Screeners occurs weekly with a Test piece inserted into material to be screened.

A preliminary x-ray training schedule is illustrated in the following table. The coordination and timing of training will be set by the CRDC FM:

X-Ray Training Topic	Training	Frequency	Duration
	Audience		
Basic Operator Training			
X-ray technology, radiation safety	FM, OS, LS	Initial &	
Basics of X-ray image interpretation		Annual	4 Hours
Dangerous Goods and Prohibited Items		thereafter	
Documentation requirements			
Basic X-ray Unit Operation			
Safety Features and Precautions	Type Met EM	Initial & Annual thereafter	
System Operation	Exec Mgt, FM, OS, LS		8 Hours
Material Inspection Demonstration	- US, LS		
Practical Application			
Supervisor Training	Exec Mgt.,FM,	Initial & Annual thereafter	
Technical introduction to the X-ray equipment			
Recognition and correction of errors			
Deepened X-ray image interpretation			8 Hours
Re-certification scheduling	103		
Daily, Weekly, Monthly, Yearly Audits	1		
Documentation requirements			
Mail & Parcel Inspection		Initial &	
Particular dangers regarding letter and parcel bombs	FM, OS, LS	Annual	4 Hours
	1	thereafter	

Results of the testing will be captured in $AMIS^{m}$ and used in evaluating screener's performance. Test results will be evaluated monthly by local management to determine effectiveness in position and to assist in development of future training regimens.

6d. EXPERIENCE and QUALIFICATION of POINT of CONTACT

Attachment 6d-1 contains our Facility Managers resume – the Single Point of Contact.

6e. RELEVANT EXPERIENCE of ACTIVE PARTICIPANTS

Attachment 6e-1 contains bios associated with those actively supporting the contract.

6f. PARTNERSHIPS

There are no partners being proposed for this agreement.

6g. REFERENCES

Jim DeCock

Manager, Terminal Concessions
San Diego international Airport
Terminals & Tenants
Office 619-400-2308 Cell 619-857-7319
jdecock@san.org

Greg Hatcher

Director Concessions and Quality Assurance Detroit Wayne County International Airport Office Phone: (734) 942-3663 greg.hatcher@wcaa.us

Linda Turner

Facilities Supervisor
Facilities Management Department
Minneapolis St. Paul international Airport
612-725-6286
Linda.Turner@mspmac.org

Irene Pierpont

Manager, Airport Concessions Department Tampa International Airport P.O. Box 22287 Tampa, FL 33622 Phone: 813-554-1446

Mobile: 813-267-7830

ipierpoint@tampaairport.com

Robert Miville

Concessions Group Manager

City of Dallas I DallasCityHall.com

Department of Aviation

C: 214-907-0571

robert.miville@dallascityhall.com

BAL AUS CRDC Staffing							
	MON	TUE	WED	THU	FRI	SAT	SUN
JB	0700-1600	0700-1600	0700-1600	0700-1600	0700-1600	OFF	OFF
PATRICK	OFF	OFF	0400-1200	0400-1200	0400-1200	0300-1100	0300-1200
DEL	0430-1230	0430-1230	0430-1230	0430-1230	0430-1230	OFF	OFF
JOSH	0430-1230	0430-1230	0430-1230	0430-1230	0430-1230	OFF	OFF
SCOTTIE	0300-1100	0300-1100	0300-1100	0300-1100	0300-1100	OFF	OFF
KIRK	OFF	0430-1230	0430-1230	0430-1230	0430-1230	0600-1400	OFF
BRIAN	OFF	0430-1230	0430-1230	0430-1230	0430-1230	0430-1230	OFF
DOM	0700-1500	0700-1500	0700-1500	0700-1500	0700-1500	OFF	OFF
MIKE	OFF	0230-1030	OFF	0230-1030	0300-1100	0230-1030	0330-1030
MISHA	0700-1500	0700-1500	0700-1500	0700-1500	0700-1500	OFF	OFF
NEW LS	0430-1230	0430-1230	0430-1230	0430-1230	0430-1230	OFF	OFF
FM	OPEN/RCV	GREASE	AIRSIDE LEAD	PARCELS	ADJ SHIFT	0/т	NEW HIRE

Attachment 6D-1 Jeff "JB" Bondurant

Facility Manager Bradford Airport Logistics - Austin, TX

August 2015 to Present

FACILITY MANAGER BRADFORD AIRPORT LOGISTICS AUGUST 2015 – PRESENT • Manage the operation of a 10,000 sq. ft. facility offering technology to manage and vet vendor supply to the sterile area of the Austin International Airport adhering to all federally mandated security directives, and security screening protocols. • Maintain direct oversight of the "secure tunnel concept" insuring safety for the traveling public. • Maintain regular communications with the TSA, Customs and Border Protection, Local Law Enforcement, Austin Fire Department and the Airport Operations Control Center. • Oversee warehousing, facility and equipment maintenance, while monitoring budgetary concerns. • Hire, train and evaluate employees on efficient routing and transport of materials to and from the airport utilizing advanced tracking and tracing tools.

Business Acquisition Manager Bondurant Equipment Company - Corpus Christi, TX

June 2012 to December 2014

Regional Cargo Operations Manager Southwest Airlines Company

May 2006 to April 2012

BNA, HOU, HRL, MSY, RDU (in house) CHS, ECP, JAN (contract operations) ATL, CLT, ECP, GSO, HSV, IAH (storefront and road feeder) • Oversee day to day Operations of 8 cargo facilities at major airports in the US as well as 6 satellite locations. • Responsible for Federal Compliance, training, budgeting, staffing, and business continuation management. • Resolve Customer issues and answer customers' questions regarding policies and procedures. • Supervise the work of office, administrative, or Customer Service Employees to ensure adherence to quality Customer service standards • Provide Employees with guidance in handling difficult or complex problems or in resolving escalated complaints or disputes. • Implement corporate and departmental policies, procedures, and service standards in conjunction with Station Management and Federal Directives. • Discuss job performance issues with Employees to identify areas for improvement as well as develop performance improvement plans. • Train or instruct Employees in job duties • Evaluate Employees' conformance to regulations and recommend appropriate personnel action. • Review records or reports pertaining to activities such as production, payroll, or shipping to verify details, monitor work activities, or evaluate performance. • Recruit, interview, and select Employees. • Interpret and communicate work procedures and company policies to staff. • Prepare and issue work schedules, deadlines, and duty assignments for office or administrative staff. • Maintain records pertaining to inventory, personnel, orders, supplies, or machine maintenance. • Compute figures such as balances, totals, or commissions. • Research, compile, and prepare reports, manuals,

Regional Cargo Operations Manager, Cont.

correspondence, or other information required by management or governmental agencies.

• Coordinate activities with management and supervisory personnel in other work units or departments. • Analyze financial activities of establishments or departments and provide input into budget planning and preparation processes. Cargo Manager of Operations • Develop or update procedures, policies, or standards.

- Make recommendations to management concerning such issues as staffing decisions or procedural changes.
- Consult with managers or other personnel to resolve problems in areas such as equipment performance, output quality, or work schedules. Participate in the work of subordinates to facilitate productivity or to overcome difficult aspects of work while insuring strict adherence to all Federal Guidelines.

Manager of Ramp and Operations Southwest Airlines Company SEA-TAC

February 2004 to February 2006

• Oversee daily Operations and all aspects of Airline operations from the gate to tarmac. • Graduate, MIT I. • Manage staff, preparing work schedules and assigning specific duties. • Review financial statements, sales and activity reports, and other performance data to measure productivity and goal achievement and to determine areas needing cost reduction and program improvement. • Establish and implement departmental policies, goals, objectives, and procedures, conferring with board members, organization officials, and staff members as necessary. • Determine staffing requirements, and interview, hire and train new employees, or oversee those personnel processes. • Recommend locations for new facilities or oversee the remodeling or renovating of current facilities.

Ramp Supervisor Southwest Airlines - Austin, TX

September 2001 to February 2004

• Oversee and direct the efforts of 45 Ramp personnel to insure accurate and timely loading/unloading of aircraft. • Distribute cargo in such a manner that space use is maximized. • Calculate load weights for different aircraft compartments, using charts and computers. • Direct ground crews in the loading, unloading, securing, or staging of aircraft cargo or baggage. • Determine the quantity and orientation of cargo and compute an aircraft's center of gravity.

Ramp Agent Southwest Airlines - Austin, TX

May 1989 to September 2001, Complete responsibilities of Ramp Agent. •

Education

Certificate in Management (MIT I)
Southwest Airlines/University for People - Dallas, TX
Certificate in Management/Manager-Director Level (MIT II)
Southwest Airlines' University for People - Dallas, TX

Awards

HONORS AND AWARDS Special Recognition 2006, * Mega Station of the Year/Cargo-HOU 2006, * Medium Station of the Year/Cargo - FLL 2006, *Small Station of the Year/ Cargo - HRL 2008, *Small Station of the Year/ Cargo - CRP 2010, *Medium Station of the Year/Cargo - RDU 2011, *Certificate of Appreciation,

ATTACHMENT Q6E-1 Bradford Airport Logistics Executive Management Bios

Benjamin Richter, CEO & Founder

Benjamin's leadership has fostered the development of a world-class leadership team and has cultivated the values, vision, and mission of Bradford Airport Logistics. Benjamin's track record demonstrates an ability to formulate and lead strategic business infrastructure as well as helping in volunteer leadership roles of several well-known entrepreneurial organizations and public entities. Benjamin possesses advanced systems, re-engineering, and technology expertise including leading-edge computer systems development/deployment as well as 20 years of IT/ERP/Engineering project management/consulting for companies like IBM Government Systems. Benjamin has a Master of Science - Industrial Engineering from the University of Houston, Bachelor of Science - Mechanical Engineering & Bachelor of Arts - Business Administration from Bucknell University and has completed a curriculum in Intellectual Property in conjunction with his Master's degree at the University of Houston Law School.

David Fitzgerald, Co-CEO & Chief Learning Officer

David is joining Bradford in January 2014 to oversee all training, culture development, and HR activities within the organization. Prior to joining Bradford, David has been the Vice President of Human Resources & CLO for First Med EMS. He was responsible for all HR functions including establishing a consistent corporate culture across the four First Med EMS companies spanning seven states. Prior to this role, David was the Senior Management Facilitator at FedEx Express responsible for talent management, succession planning, and executive coaching. He also spent eight years in the FedEx Leadership Institute, where he developed and facilitated leadership programs in more than 25 countries around the world. Prior to joining the Leadership Institute, Fitzgerald spent 11 years in operations management at FedEx. He is a two-time recipient of FedEx's highest award, the 5-Star. Since 2005 David has also been President of Leadership Imperative helping small and medium sized businesses build their leadership teams. He is a Certified Master Coach and a member of the National Speakers Association. He maintains his SPHR with the Human Resource Certification Institute. Fitzgerald earned his B.A. in political philosophy from Bowdoin College in 1989, and his Masters in International Business Administration in 2001, from Suffolk University in Boston, MA.

Joe Debaun, COO

Joe is a seasoned and highly-respected leader with in-depth knowledge/leadership of concession operations, terminal dock operations and back-of-the-house logistics at airports. He originally joined Bradford in 2005 as Facilities Manager at Minneapolis St Paul International Airport (MSP) responsible for the management over the entire operation from inception of the contract. Joe was subsequently promoted to COO overseeing operational excellence at all U.S. operations. He has also led Bradford's start-up teams associated with the opening of US operations. Prior to joining Bradford, Joe held numerous management positions with HMS Host over an 8 year period including running an airport multi-unit concessions operations involving 35 food & beverage stores and 4 DBE subleases. While with HMS Host he was associated with opening of major new concepts as well as entire airport concession grand openings including in London. Joe attended the University of South Florida and has received specialized training in a variety of food management areas.

Bruce Class, VP Sales & Marketing

Bruce has an impressive 35-year marketing and sales background within the Aviation Industry. For more than a decade Bruce has led Bradford's growth making the organization and its concept known globally and carving-out a market-niche that Bradford dominates. His current and past successes effectively demonstrate a mastery of leading cradle-to-grave marketing and sales initiatives — both within large business units of Fortune 500 companies as well as entrepreneurial organizations. His experience further involves rolling-out advanced technology and developing

business for a variety of airport-related services. Bruce started within aviation in Procurement and Properties - eventually being promoted to form from inception and manage a global airline's Contracts Department. Bruce holds a BA from the University of Miami with a major in Accounting and has completed numerous graduate-level courses.

Andrew Robichaux, Director Systems Services

Andrew is a 15-year veteran of Systems Architecture and Network Engineering with experience in North and South America, Europe, and Asia. Andrew has been with Bradford for 5 year. His expertise insures that our Bradford infrastructure performs with the high level of service that our critical logistics systems required. Majored in Information Technology with a Focus on Network Security, Attended University of Houston.

Ric Frievalt, VP Quality Assurance

Ric is a multi-disciplined 25 year veteran who has held top-level management positions. Ric first joined Bradford as an Operations and Implementation Team Manager (based in Detroit). Previously he was a GM for a nationwide airport concessions firm, Director of Quality within a manufacturing environment and a Regional HR Manager for a multi-state manufacturing firm. Ric also led the national implementation team in his role as GM in the airport concessions industry. He holds Bachelor of Arts, Economic & Management, Albion College.

Simon Galt, Director of Deployments

For 2 years Simon has head-up our deployments, facility refurbishments/builds, and equipment purchases. Prior to that position Simon was a Customer Terminal Integration Manager for Bradford at London Heathrow, Simon manages all customer relationships and oversees CRDC logistics services in Terminals 1/4/5 serving 54 million passengers annually. He was also part of the Senior Leadership Team for the HCC, the largest and most complex CRDC operation in the world. Simon has been instrumental in driving key process development and continuous improvement initiatives at the HCC. Simon further possesses a proven track record of managing large and varied teams in both UK's largest clothing retailer. He has proven experience of retail operations from shop floor sales/services, purchasing, and logistics/supply chain. Simon attended Edwards in Oxford, England.

Steve Hennessy, Controller

Steve possesses more than 30 years of Accounting and Financial Management experience including managing a large Controller's department. This expertise encompasses all phases of Accounting including receivables/payables, payroll, asset management, ledger/journal administration, monthly financial reporting, budgeting, financial analysis, cash management, auditing, and regulatory filings. He has also managed banking relationships including credit lines and loans. His career has included both large and small service organizations, most recently prior to joining Bradford as Controller for a nationwide 20,000 workforce for a Professional Employer Organization (PEO). Steve received a Bachelor of Accountancy from the University of Houston.

Andy Westbrook, GM Heathrow Consolidation Center

Andy has been managing day-to-day operations at the Heathrow Consolidation Center since 2011. He joined our organization when we successfully won the Heathrow Consolidation Center contract, which went live in February 2013. Prior to these roles Andy has been employed with DHL Supply Chain in several positions. He led the project for two very large and complex warehouse relocations and Terminal 5 go live at Heathrow. After the projects were successfully delivered, Andy was promoted by DHL to the role as Wellington Operations Manager and then promoted to the position of General Manager overseeing all aspects of the Heathrow Consolidation Center. Andy had learned the logistics profession during a period of five years as a shift manager for Wincanton Logistics providing a store delivery service for J Sainsbury's retail chain in England and as the Depot Center Manager at the Feltham Retail Distribution Centre.

<u>Exhibit C</u> – Price Sheet for Centralized Receiving and Distribution Management Services Contract

- A. **For Specified Services.** Contractor shall be compensated for the performance of the Specified Services identified in the Scope of Work for the Centralized Receiving and Distribution Management Services of this Agreement.
 - 1. <u>Operational Services</u>: The City of Austin Aviation Department shall pay Contractor per the following monthly fee schedule:

a.	During the period for Contract Year No. 1, the City of Austin – Aviation Department shall pay the Contractor the following payment of:		
	\$ <u>116,250</u>	per month;	
b.	During the period for Contract Year Department shall pay the Contractor		
	\$_119,156	per month;	
C.	During the period for Contract Year Department shall pay the Contractor	and the state of t	
	\$ <u>126,335</u>	per month;	
d.	During the period for Contract Year Department shall pay the Contractor	and the second s	
	\$ <u>129,493</u>	per month;	
e.	During the period for Contract Year Department shall pay the Contractor		
	\$ <u>132,730</u>	per month;	
	Total compensation for all five (5) ver	ars: \$ 7.487.568	

B. **For Additional Services.** Contractor's compensation for Additional Services shall be as mutually agreed to by the Parties prior to Contractor providing Additional Services.

Comments for Consideration:

- 1. The increase over current rates is primarily the result of: a) adding 1 LS due to the major volume increases; b) giving \$1.00/hr. \$1.50/hr. wage increase so the minimum is \$16/hr. in order to maintain staff. We feel that a LS works harder than many other airport workers so should be paid higher than Austin living wage; c) making needed cost adjustments to offset higher expenses, such as insurance; d) the depreciation and bank interest for the major capital investment.
- 2. In year 3 another LS is added due to the major projected volume increases.
- 3. We feel that the existing facility is not large enough to handle the projected growth and therefore would like to lease the vacant space adjacent to us. This would require a further capital investment per our proposal. Plus, there would an added expense for utilities, insurance, lease expenses, etc. If the airport agrees and the space is leased to BAL, then that would increase the EX C pricing by \$17,800/mo.

SECTION EIGHT EQUIPMENT & REPORTING

EQUIPMENT

(1) Delivery Equipment: Bradford will utilize three (3) 26' heavy duty trucks – two (2) alternative fuel Peterbilt's and (1) one Thor electric truck to move goods between the CRDC and the terminal. All truck will contain lift gates and solar-powered trickle-chargers, safety lights/airfield strobes, insulated/refrigerated box, on-board digital video recorder with 8 cameras per truck for security/safety (monitoring all 4 sides of vehicle, inside box, inside cab as well as speed/turn/braking superimposed on video feed), special bed-liners for box, and protective measures around the vehicle and bio fuel engines.

- (1) Thor long-lead time electric truck will be purchased for delivery in early 2020
- (1) Peterbilt was newly purchased in 2017 for the AUS operation
- (1) Peterbilt was newly purchased in 2013 for the AUS operation (this truck will be primarily used for peak days and emergency situations such as a truck down for repair)

New Electronic Transport Truck

Bradford is excited to partner with AUS in pioneering the aviation industry's first deployment of a 100% heavy duty electric truck (HDET) capable of carrying heavy loads in an airport environment. Our HDET will still be highly customized and equipped as described above.





Here are the benefits that can be touted for the Thor electric truck:

- Less pollution: The HDET reduces harmful air pollution from exhaust emissions. Our HDET will have zero exhaust emissions.
- > Renewable energy: We will use renewable energy to recharge our HDET, which even further reduces greenhouse gas emissions as well as reducing dependence on foreign oil.
- **Eco-friendly materials:** Our HDET will even be comprised of recycled materials and bio based materials.

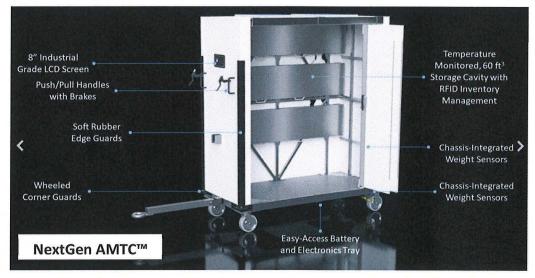
- ➤ Greater Health Benefits: Better air quality leads to less health problems and costs caused by air pollution by reducing harmful gas emissions normally emitted by large trucks. The HDET is quieter than petrol/diesel vehicles, which means less noise pollution.
- > Greater Safety: Electric trucks have a lower risk for major fires or explosions. Plus, their body construction and durability may make them safer in a collision.
- > Cheaper to Operate and Maintain: There is relatively little servicing and no expensive exhaust systems, starter motors, fuel injection systems, radiators and many other parts that aren't needed.

"Environmental Stewardship" is a responsibility that Bradford takes seriously. Creative, efficient, and environmentally friendly operations are a hallmark of our company and the foundation of our environmental sustainability commitment. Our planet sustains us all, so we feel it's our responsibility to protect it.

(2) New Material Handling Equipment: All new material handling equipment will be furnished consisting of - 2 keg carts, 4 hand carts, 2 electric pallet jack, 1 ride behind pallet jack, 5 manual pallet jacks (special wheels), 6 mag liners, 4 flat beds, 10 thermal blanket covers, 1 floor scrubber, 1 power pal, 1 power washer, 15 airport material delivery/security carts − NextGen AMTC™.

NextGen AMTC™

Bradford is excited to report that 18 months ago, we designed a social challenge to design a NextGen AMTC and we released this challenge to some 900+ top innovators around the world. The NextGen AMTC™ Cart Design Challenge aimed to reinvent the next generation Airport Material Transport Cart (AMTC). Bradford incorporated key AMIS™ integrations and key technology capabilities as part of the challenge comprising: location aware (Wi-Fi & beacon), Multi-Function LCD (AMIS™ modifiable LCD goods label, LCD / Camera Safety Display for safe pushing of cart, Remote Lock/Unlock Capability through LCD and AMIS™ Mobile App), Load Sensing (records amount of goods in cart and decant rate of goods from cart), Remote Status Notification (I'm here, I'm being unloaded, I'm empty/ready for pickup), Temperature Sensing (for Chill-Cart AMTC variant), retractable tow-bar for multiple cart configurations, foldable shelves for versatility of loading configurations, and theft-tamper reporting.



The NextGen AMTC will be utilized in Bradford CRDC facilities to transport and track secured goods from a central receiving center to retail stores, storage areas, and operation facilities within an airport. The carts also are utilized to facilitate returns of goods and sub-containers back to the central receiving center. The AMTC Challenge has proved extremely successful and yielded a functional prototype that is now being readied for production by product engineering according to our prototype design specifications. First production models will be available in late 2019 or early 2020.

- (3) New Grease Collection System: The grease collection system primarily consists of our own BAL specially designed, self-contained and leak proof rolling collection carts (2) along with pumps, fryer adopters, sludge byproduct cart and storage tanks.
- (4) Facility Upgrade: Since the existing facility is being retained, the refrigeration and freezer equipment meets RFP requirements. We will also install a generator and upgrade the ventilation system, docks, and office space. Option: If our proposed option to expand into the adjacent vacant space on the northside is accepted, then we will cut a walkthrough space to join the bays and upgrade that space flooring/walls (to bring up its status to handle food on a pass through basis), docks/lift gates, protective measures, security fencing.
- **(5) Upgraded IT Equipment:** Servers, routers, connectivity devices, handhelds, digital temperature loggers, barcode printers, laser printers, workstations, laptops, scanners, network cameras, briefing boards, proprietary software, telephone system and access points.

A small sampling of screen shots from AMIS are included at the end of Section 8 to give a quick glimpse into the breadth and scope of our technology.

REPORTING

Our team's culture is accustomed to being measured and being tasked with active development of improving standards for our operations — not just meeting current KPI's. AMIS™ ability for high visibility to the entire operation makes this possible. Since we own all of the source code to AMIS™, our programmers can customize any type of report desired. With that said, we would like to suggest the following key elements be used to evaluate the performance levels on a monthly basis:

- Delivery execution compliance Delivered as Promised (DaP)
- On time inbound vendor delivery compliance
- Material Incidents (Lost / Damaged / HACCP)
- Special requests status
- Security & Safety Compliance
- Material Volume Handled and Trends
- Significant Monthly Events

The report will consist of charts, graphs and brief narrative addressing the above items. Most importantly, the governance process will align to the objectives of the AUS concessions management goals per our role in the airport's success. There is an End of Day Report included in the Amis screen shots that follow.

Moore, Marian

From: Bruce Class <bclass@bradford-corp.com>

Sent: Monday, April 1, 2019 5:03 PM

To: Moore, Marian

Subject: RE: RFP 8100 MMO3002 - Centralized Receiving & Distribution Management Services

Good Evening Marian,

Very good questions. Below in red is our response.

Thanks, Bruce

From: Moore, Marian < Marian. Moore@austintexas.gov>

Sent: Monday, April 1, 2019 10:33 AM

To: Bruce Class <bclass@bradford-corp.com>

Subject: RE: RFP 8100 MMO3002 - Centralized Receiving & Distribution Management Services

Good Morning Mr. Class,

I have a few remaining clarifications for you, to ensure that the City has the same understanding of your proposal as you intended. Please review the following questions to confirm or further clarify.

- 1) Your firm offered a price quote for X-Ray equipment and services at the City's request. If the City elects to utilize these services, it will likely not be immediately upon contract beginning date. That said, having a quoted price and rate helps for budgeting purposes. How long will your firm hold this quoted pricing? 3 years
- 2) Is the leasing of additional space and retrofit of that space included in the monthly rate, regardless of whether it happens? There was a price based on using the existing facility; there was an option price for expanding into the added space including its retrofit; both scenarios have a firm price unless the City increases our lease rates... it would only be fair for us to rebill that increase as that cost is totally out of control)
- 3) Please confirm that there will not be any additional charges for truck leases or other equipment leases prior to the arrival of purchased equipment, in consideration for the significant lead time mentioned in your proposal. There will be no additional charges if we have to lease equipment before the arrival of that equipment. Bradford absorbs that cost.

Thanks in advance for your time.

Thank you,

Marian Moore Procurement Specialist IV City of Austin - Purchasing Office 124 West 8th Street Austin, TX 78701 512-974-2062 (phone) marian.moore@austintexas.gov



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reply option or by telephone at the number listed.

<u>BAFO</u> – Price Sheet for Centralized Receiving and Distribution Management Services Contract

- A. **For Specified Services.** Contractor shall be compensated for the performance of the Specified Services identified in the Scope of Work for the Centralized Receiving and Distribution Management Services of this Agreement.
 - 1. <u>Operational Services</u>: The City of Austin Aviation Department shall pay Contractor per the following monthly fee schedule:

a.	During the period for Contract Year No. 1, the City of Austin – Aviation Department shall pay the Contractor the following payment of:	
	\$	per month;
b.	During the period for Contract Year No Department shall pay the Contractor the	
	\$	per month;
C.	During the period for Contract Year No Department shall pay the Contractor the	
	\$	per month;
d.	During the period for Contract Year No Department shall pay the Contractor the	
	\$	per month;
e.	During the period for Contract Year No Department shall pay the Contractor the	
	\$	per month;
	Total compensation for all five (5) years	: \$

B. **For Additional Services.** Contractor's compensation for Additional Services shall be as mutually agreed to by the Parties prior to Contractor providing Additional Services.

Proposal for X-RAY & ETD Screening for Austin Bergstrom International Airport

Attached is the costs for performing x-ray and trace element services. The pricing is broken down into fixed costs consisting of CAPEX (depreciation and bank interest) and fixed operating cost. There is also a variable labor cost portion based on 3 hours, or 6 hours of daily operation. It is suggested that we start off with 3 hours of daily operation as this will give us a benchmark and standard to increase hours of operation moving forward.

- 1. Cost Analysis: X-Ray / ETD Equipment & Labor Overview
 - a. Rapiscan Model: 632DV 200KV (large-orifice, dual-view, high-energy, x-ray unit):
 - i. 1,500 mm (59.1 inches) wide by 1,650 mm (65.0 inches) high tunnel opening
 - ii. Dual-View is an advanced small cargo and large parcel screening system
 - iii. Designed for pallet and break bulk cargo screening
 - iv. BAL has agreed to provide the capital to support the initiative (amortized over 5 years expected life)
 - b. CAPEX for 632DV (200KV):
 - i. Capital Cost (elect., floor prep & lift tables, install) \$185,190.00
 - ii. Capital Cost (depreciation.60 mo., bank int., 9% profit/OH) \$50,748.00 / yr. or \$4,229.00 / mo.
 - c. CAPEX for Smiths IONSCAN 600 Electronic Trace Detection (ETD):
 - i. Capital Cost (sample kit, shipping, install) \$32,170.00
 - ii. Capital Cost (depreciation 60 mo., bank int., 9% profit/OH) \$8,816.00 / yr. or \$735.00 / mo.
 - d. Operating Costs (based on prior work)
 - i. Training License / yr. \$790.00
 - ii. Training Reoccurring (180 hrs./yr.) \$3,827.00
 - iii. Rapiscan Service Contract / yr. \$14,662.00
 - iv. Reoccurring Training (8 LS @ required freq.) \$36,107.00
 - v. TOTAL Operating Cost \$ 55,386.00 / yr. or \$4,616.00 / mo.

Total Fixed Contract Change \$114,950.00 / yr. or \$9,579.00 / mo. plus labor cost

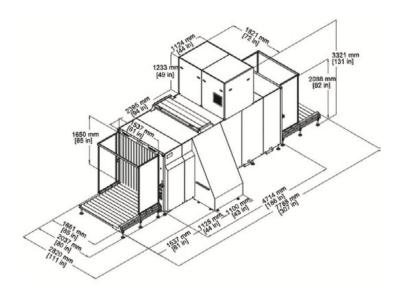
- 2. Variable Labor Costs Change (Based on Increments of 3 Hours Operation per day annually)
 - a. 3-hour Operation (8 m-h per day or 0280 hrs.) \$42,541.00 / yr. or \$3,545.00 / mo.
 - b. 6-hour Operation (16 m-h per day or 4160 hrs.) \$85,082.00 / yr. or \$7,090.00 / mo.
- 3. Start-Up Costs (one-time costs)
 - a. Corporate Supervisor Oversight & Project Management- (installation & training, 2 managers @ 4 man-weeks) \$0.00
 - b. Lodging 20 room-nights @ \$200/night) \$4,000.00 one time

Assumptions for Operation of X-Ray & Electronic Trace Detection (ETD) equipment:

- 1. Security of goods will use AMIS™ to provide BAL the ability to use both random (high-risk) and targeted (porous commercial goods) approach to selection of goods while meeting certain "voluntarily requirement" to screen a budgeted X-Ray / ETD duration each day for screening goods going through the CRDC.
- 2. Security screening utilizing X-Ray as the "secondary" method for regulatory required "visual inspection" for screening goods and utilize ETD as an optional "tertiary" method for our currently approved screening process.
- 3. The ETD screening is being deployed for a mutually agreed to designated number of hours per day) and not as a requirement nor for any percentage of material screened as a security requirement.
- 4. The ETD equipment will be purchased and the costs for maintenance and operating supplies for the equipment will all be borne fully by BAL as budgeted.
- 5. BAL has budgeted the hours for the operation of the equipment for both staffing and training.
- 6. BAL will be held harmless from liability for security screening but will fully comply with regulations set by security of the airport, TSA, and be open to the auditing of our operations for the purpose of ensuring the proper operation of X-RAY / ETD to the standards set and agreed to by both parties.

Rapiscan 632DV (200kv)

Smiths IonScan 600







GOAL DETERMINATION REQUEST FORM

Opening the door in apportunities				
Buyer Name/Phone	Marian Moore / 512-974-2062	PM Name/Phone	Hope Reyes / 512-530-6692	
Sponsor/User Dept.	Aviation	Sponsor Name/Phone	Tina Gamez / 512-530-6717	
Solicitation No	RFP 8100 MMO3002	Project Name	Centralized Receiving and Distribution Services for ABIA	
Contract Amount	\$6,446,985	Ad Date (if applicable)	December 24, 2018	
Procurement Type				
☐ AD – CSP ☐ AD – Design Build C ☐ IFB – IDIQ ☑ Nonprofessional Ser ☐ Critical Business Ne ☐ Sole Source*	PS – Project	☐ IFB – t Specific ☐ PS – s/Goods ☐ Coop	Design Build Construction Rotation List erative Agreement cation	
Provide Project Descr	iption**			
Contract for services to the ABIA terminal.	receive goods and materia	als on behalf of ABIA tennar	nts and distribute them to	
	a solicitation previously i ensultants utilized? Inclu	ssued; if so were goals es de prior Solicitation No.	tablished? Were	
MA 8100 NA150000147 subcontractors were uti	•	nird party agreement with a p	orime vendor. No	
List the scopes of wo		r this project. (Attach com	modity breakdown by	
96240 - Food Distribution	on Services - 100%			
Marian Moore		12/4/2018		
Buyer Confirmation	and an angle of the second			
* Sole Source must include **Project Description not re				

FOR SMBR USE ONLY				
Date Received		Date Assigned to BDC		
In accordance with Cha determination:	pter2-9(A-D)-19 of the Au	stin City Co	de, SMBR mak	es the following
☐ Goals	% MBE		% WBE	
☐ Subgoals % African America		n	% Hisp	anic
	% Asian/Native An	nerican	% WBE	_
☐ Exempt from MBE/WE	BE Procurement Program	⊠ No Goal	S	



GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:					
☐ Insufficient availability of M/WBEs ☐ Insufficient subcontracting opportunities ☐ Sufficient availability of M/WBEs ☐ Sole Source If Other was selected, provide reasoning:	 No availability of M/WBEs No subcontracting opportunities Sufficient subcontracting opportunities Other 				
MBE/WBE/DBE Availability					
There are 3 MBEs and 1 WBE available for this pro	ject.				
Subcontracting Opportunities Identified					
There are no subcontracting opportunities identified.					
Sonya Powell					
SMBR Staff Longa Rusel	Signature/ Date 12/4/8				
0	, , , ,				
SMBR Director or Designee	Date 2 1 1 1 1 1 1 1 1 1				
Returned to/ Date:					